

AGREEMENT FOR RESEARCH, EVALUATIVE OR STATISTICAL PURPOSES

AGREEMENT made this 6th day of March, 1989,
between Project ADAPT (hereinafter referred
to as "RESEARCHER") and the Washington State Patrol (WSP).

WHEREAS THE RESEARCHER had made a ^{telephone} ~~written~~ request to the
WSP dated January 18, 1989, a copy of which is annexed hereto and
made a part hereof, and

WHEREAS the WSP has reviewed said written request and deter-
mined that it clearly specifies (1) the criminal history record infor-
mation sought, and (2) the research, evaluative or statistical purpose
for which the said information is sought, and

WHEREAS the RESEARCHER represents that (he) (she) (it) is
in receipt of, and is familiar with, the provisions of chapter 10.97
RCW, 28 CFR Part 22, including provisions for sanctions at Parts
22.24(c) and 22.29 thereof,

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The WSP will supply the following items of information to the
RESEARCHER:

A. copies of any criminal history information
matching to submitted names, dates of birth
and other IDENTIFIERS

2. The RESEARCHER will:

- (a) use the said information only for the research, evaluative,
or statistical purposes described in the above mentioned
~~written~~ request dated January 18, 1989, and for no
other purpose;
- (b) limit access to said information to the RESEARCHER and those
of the RESEARCHER'S employees whose responsibilities cannot
be accomplished without such access, and who have been ad-
vised of, and agreed to comply with, the provisions of this
agreement, and of 28 CFR Part 22;
- (c) store all said information received pursuant to this agree-
ment in secure, locked containers;
- (d) so far as possible, replace the name and address of any
record subject with an alpha-numeric or other appropriate
code;
- (e) immediately notify the WSP in writing of any proposed mater-
ial changes in the purposes or objectives of its research,
or in the manner in which said information will be used.

3. The RESEARCHER will not:

- (a) disclose any of the said information in a form which is identifiable to an individual, in any project report or in any manner whatsoever, except pursuant to 28 CFR Part 22.24 (b) (1) (2).
- (b) make copies of any of the said information, except as clearly necessary for use by employees or contractors to accomplish the purposes of the research. To the extent reasonably possible, copies shall not be made of criminal history record information, but information derived therefrom which is not identifiable to specific individuals shall be used for research tasks. Where this is not possible, every reasonable effort shall be made to utilize coded identification data as an alternative to names when producing copies of criminal history record information for working purposes.
- (c) utilize any of the said information for purposes or objectives or in a manner subject to the requirement for notice set forth in 2.(e) until specific written authorization therefor is received from the WSP.

4. In the event the RESEARCHER deems it necessary, for the purposes of the research, to disclose said information to any subcontractor, (he) (she) (it) shall secure the written agreement of said subcontractor to comply with all the terms of this agreement as if (he) (she) (it) were the RESEARCHER named herein.

5. The RESEARCHER further agrees that:

- (a) the WSP shall have the right, at any time, to monitor, audit, and review the activities and policies of the RESEARCHER or its subcontractors in implementing this agreement in order to assure compliance therewith; and
- (b) upon completion, termination or suspension of the RESEARCHER, it will return all said information, and any copies thereof made by the RESEARCHER, to the WSP, unless the WSP gives its written consent to destruction, obliteration or other alternative disposition.

6. In the event the RESEARCHER fails to comply with any term of this Agreement the WSP shall have the right to take such action as it deems appropriate, including termination of this Agreement. If the WSP so terminates this Agreement, the RESEARCHER and any subcontractors shall forthwith return all the said information, and all copies made thereof, to the WSP or make such alternative disposition thereof, as is directed by the WSP. The exercise of remedies pursuant to this paragraph shall be in addition to all sanctions provided by law, and to legal remedies available to parties injured by disclosures.

7. INDEMNIFICATION. The RESEARCHER agrees to indemnify and hold harmless the WSP and its officers, agents and employees from and against any and all loss, damages, injury, liability suits and proceedings however caused, arising directly or indirectly out of any action or conduct of the RESEARCHER in the exercise or enjoyment of this agreement. Such indemnification shall include all costs of defending any such suit, including attorney fees.

IN WITNESS WHEREOF the parties have signed their names hereto this 7th day of MARCH, 1989.

Washington State Patrol
by George B. Tellevik
George B. Tellevik

Title: Chief

Project ADAPT (RESEARCHER)
by Elizabeth A. Wells

Title: Project Director

COMPLIANCE AGREEMENT of employee, consultant or subcontractor.

(I) (We), employee(s) of, consultant to, (and) (or) subcontractor of the RESEARCHER, acknowledge familiarity with the terms and conditions of the foregoing agreement between the WSP and RESEARCHER, and agree to comply with the terms and conditions thereof in (my) (our) use and protection of the criminal history record information obtained pursuant to the foregoing agreement.

2/28/89
Date

Devon D. Brewer
Signature

Date

Signature

ATTORNEY GENERAL REVIEW

Approved as to form:

By Chip Holcomb

Title ASS'T ATT'Y GEN'L

Date 3/9/89

AGREEMENT FOR RESEARCH, EVALUATIVE OR STATISTICAL PURPOSES

AGREEMENT made this _____ day of _____, 198_,
between Juvenile Justice Section, DSHS (hereinafter referred
to as "RESEARCHER") and the Washington State Patrol (WSP) .

WHEREAS THE RESEARCHER had made a written request to the
WSP dated July 31, 1985, a copy of which is annexed hereto and
made a part hereof, and

WHEREAS the WSP has reviewed said written request and deter-
mined that it clearly specifies (1) the criminal history record infor-
mation sought, and (2) the research, evaluative or statistical purpose
for which the said information is sought, and

WHEREAS the RESEARCHER represents that (he) (she) (it) is
in receipt of, and is familiar with, the provisions of chapter 10.97
RCW, 28 CFR Part 22, including provisions for sanctions at Parts
22.24(c) and 22.29 thereof,

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The WSP will supply the following items of information to the
RESEARCHER:

A printout of criminal history record information for approximately
50 juveniles who became adults during the course of a two year re-
search study of juvenile sex offender treatment projects. The study
has been commissioned by the Governor's Juvenile Justice Advisory
Committee. The criminal histories shall contain: name, date of birth,
arrests, formal criminal charges, and any dispositions. The names for
which criminal histories are required will be forwarded to the Wash-
ington State Patrol by the Juvenile Justice Section in 1986 and 1987.

2. The RESEARCHER will:

- (a) use the said information only for the research, evaluative,
or statistical purposes described in the above mentioned
written request dated July 31, 1985, and for no
other purpose;
- (b) limit access to said information to the RESEARCHER and those
of the RESEARCHER'S employees whose responsibilities cannot
be accomplished without such access, and who have been ad-
vised of, and agreed to comply with, the provisions of this
agreement, and of 28 CFR Part 22;
- (c) store all said information received pursuant to this agree-
ment in secure, locked containers;
- (d) so far as possible, replace the name and address of any
record subject with an alpha-numeric or other appropriate
code;
- (e) immediately notify the WSP in writing of any proposed mater-
ial changes in the purposes or objectives of its research,
or in the manner in which said information will be used.

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3. The RESEARCHER will not:

- (a) disclose any of the said information in a form which is identifiable to an individual, in any project report or in any manner whatsoever, except pursuant to 28 CFR Part 22.24 (b) (1) (2).
- (b) make copies of any of the said information, except as clearly necessary for use by employees or contractors to accomplish the purposes of the research. To the extent reasonably possible, copies shall not be made of criminal history record information, but information derived therefrom which is not identifiable to specific individuals shall be used for research tasks. Where this is not possible, every reasonable effort shall be made to utilize coded identification data as an alternative to names when producing copies of criminal history record information for working purposes.
- (c) utilize any of the said information for purposes or objectives or in a manner subject to the requirement for notice set forth in 2.(e) until specific written authorization therefor is received from the WSP.

4. In the event the RESEARCHER deems it necessary, for the purposes of the research, to disclose said information to any subcontractor, (he) (she) (it) shall secure the written agreement of said subcontractor to comply with all the terms of this agreement as if (he) (she) (it) were the RESEARCHER named herein.

5. The RESEARCHER further agrees that:

- (a) the WSP shall have the right, at any time, to monitor, audit, and review the activities and policies of the RESEARCHER or its subcontractors in implementing this agreement in order to assure compliance therewith; and
- (b) upon completion, termination or suspension of the RESEARCHER, it will return all said information, and any copies thereof made by the RESEARCHER, to the WSP, unless the WSP gives its written consent to destruction, obliteration or other alternative disposition.

6. In the event the RESEARCHER fails to comply with any term of this Agreement the WSP shall have the right to take such action as it deems appropriate, including termination of this Agreement. If the WSP so terminates this Agreement, the RESEARCHER and any subcontractors shall forthwith return all the said information, and all copies made thereof, to the WSP or make such alternative disposition thereof, as is directed by the WSP. The exercise of remedies pursuant to this paragraph shall be in addition to all sanctions provided by law, and to legal remedies available to parties injured by disclosures.

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7. INDEMNIFICATION. The RESEARCHER agrees to indemnify and hold harmless the WSP and its officers, agents and employees from and against any and all loss, damages, injury, liability suits and proceedings however caused, arising directly or indirectly out of any action or conduct of the RESEARCHER in the exercise or enjoyment of this agreement. Such indemnification shall include all costs of defending any such suit, including attorney fees.

IN WITNESS WHEREOF the parties have signed their names hereto this 5th day of June, 1986.

Washington State Patrol

by George B. Tellevik

George B. Tellevik

Title: Chief

Juvenile Justice Section, DSHS (RESEARCHER)

by Carol Webster 1/27/86

Carol Webster, Ph.D.

Title: PROGRAM COORDINATOR

COMPLIANCE AGREEMENT of employee, consultant or subcontractor.

(I) (We), employee(s) of, consultant to, (and) (or) subcontractor of the RESEARCHER, acknowledge familiarity with the terms and conditions of the foregoing agreement between the WSP and RESEARCHER, and agree to comply with the terms and conditions thereof in (my) (our) use and protection of the criminal history record information obtained pursuant to the foregoing agreement.

3/28/86

Date

Donna Schram

Signature Donna Schram, Ph.D

3/28/86

Date

Wendy Roe

Signature Wendy Roe

Approved as to form:

Chip Holcomb 5/24/86
Chip Holcomb, Assistant Attorney General

ADVISORY COUNCIL ON CRIMINAL JUSTICE SERVICES

APPLICATION FOR NETWORK STATION CONNECTION OR USE
AND AGREEMENT TO PAY CHARGES

TO: Chief, Washington State Patrol
General Administration Building
Olympia, Washington 98504

DATE: February 27, 1985

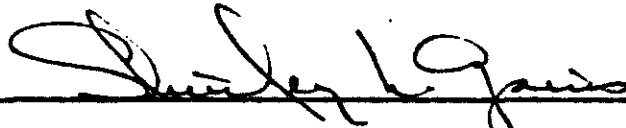
FROM: Shirley Goins
Division of Children and Family Services

TITLE: Director

In accordance with Chapter 43.89 and 43.43.500, application is made for station connection and/or use of the state of Washington ACCESS System, the Washington Crime Information Center, the National Crime Information Center, and the Department of Licensing files. Funds, where applicable, have been approved for installation and monthly operational charges as may be established.

It is understood and agreed by the agency that all operation and use of the ACCESS System and other component data files shall be consistent with the rules promulgated by the State Advisory Council on Criminal Justice Services as stated in the ACCESS Manual, with applicable Department of Licensing administrative policies and procedures, and as agreed in the agency user acknowledgement.

Signature



Station Location Dept of Social & Health Svcs/ DCFS - OB-41 / 4th Floor-OB2

DSHS

Agency and Address Division of Children and Family Services

OB-41

Olympia, WA 98504

APPROVED
DISAPPROVED

☐
☐

Advisory Council

Date

APPROVED
DISAPPROVED

☐
☐

Dept. of Licensing

Date

C860022 ~~XXXX~~
NMX

AGREEMENT FOR RESEARCH, EVALUATIVE OR STATISTICAL PURPOSES

AGREEMENT made this 17th day of December, 1986,
between Research Triangle Institute (hereinafter referred
to as "RESEARCHER") and the Washington State Patrol (WSP) .

WHEREAS THE RESEARCHER had made a written request to the
WSP dated October 9, 1986, a copy of which is annexed hereto and
made a part hereof, and

WHEREAS the WSP has reviewed said written request and deter-
mined that it clearly specifies (1) the criminal history record infor-
mation sought, and (2) the research, evaluative or statistical purpose
for which the said information is sought, and

WHEREAS the RESEARCHER represents that (he) (she) (it) is
in receipt of, and is familiar with, the provisions of chapter 10.97
RCW, 28 CFR Part 22, including provisions for sanctions at Parts
22.24(c) and 22.29 thereof,

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The WSP will supply the following items of information to the
RESEARCHER:

Copies of criminal histories on approximately 700 males from identi-
fying information provided by Researcher.

This information is provided for Researcher to conduct a study enti-
tled "Drug & Alcohol Use Among Arrestees" and is funded under a grant
from the National Institute on Drug Abuse.

2. The RESEARCHER will:

- (a) use the said information only for the research, evaluative,
or statistical purposes described in the above mentioned
written request dated October 9, 1986, and for no
other purpose;
- (b) limit access to said information to the RESEARCHER and those
of the RESEARCHER'S employees whose responsibilities cannot
be accomplished without such access, and who have been ad-
vised of, and agreed to comply with, the provisions of this
agreement, and of 28 CFR Part 22;
- (c) store all said information received pursuant to this agree-
ment in secure, locked containers;
- (d) so far as possible, replace the name and address of any
record subject with an alpha-numeric or other appropriate
code;
- (e) immediately notify the WSP in writing of any proposed mater-
ial changes in the purposes or objectives of its research,
or in the manner in which said information will be used.

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3. The RESEARCHER will not:
 - (a) disclose any of the said information in a form which is identifiable to an individual, in any project report or in any manner whatsoever, except pursuant to 28 CFR Part 22.24 (b) (1) (2).
 - (b) make copies of any of the said information, except as clearly necessary for use by employees or contractors to accomplish the purposes of the research. To the extent reasonably possible, copies shall not be made of criminal history record information, but information derived therefrom which is not identifiable to specific individuals shall be used for research tasks. Where this is not possible, every reasonable effort shall be made to utilize coded identification data as an alternative to names when producing copies of criminal history record information for working purposes.
 - (c) utilize any of the said information for purposes or objectives or in a manner subject to the requirement for notice set forth in 2.(e) until specific written authorization therefor is received from the WSP.
4. In the event the RESEARCHER deems it necessary, for the purposes of the research, to disclose said information to any subcontractor, (he) (she) (it) shall secure the written agreement of said subcontractor to comply with all the terms of this agreement as if (he) (she) (it) were the RESEARCHER named herein.
5. The RESEARCHER further agrees that:
 - (a) the WSP shall have the right, at any time, to monitor, audit, and review the activities and policies of the RESEARCHER or its subcontractors in implementing this agreement in order to assure compliance therewith; and
 - (b) upon completion, termination or suspension of the RESEARCHER, it will return all said information, and any copies thereof made by the RESEARCHER, to the WSP.
6. In the event the RESEARCHER fails to comply with any term of this Agreement the WSP shall have the right to take such action as it deems appropriate, including termination of this Agreement. If the WSP so terminates this Agreement, the RESEARCHER and any subcontractors shall forthwith return all the said information, and all copies made thereof, to the WSP or make such alternative disposition thereof, as is directed by the WSP. The exercise of remedies pursuant to this paragraph shall be in addition to all sanctions provided by law, and to legal remedies available to parties injured by disclosures.

7. INDEMNIFICATION. The RESEARCHER agrees to indemnify and hold harmless the WSP and its officers, agents and employees from and against any and all loss, damages, injury, liability suits and proceedings however caused, arising directly or indirectly out of any action or conduct of the RESEARCHER in the exercise or enjoyment of this agreement. Such indemnification shall include all costs of defending any such suit, including attorney fees.

IN WITNESS WHEREOF the parties have signed their names hereto this _____ day of _____, 198_.

Washington State Patrol
by George B. Fellevik
George B. Fellevik

Title: Chief

Research Triangle Institute (RESEARCHER)
by Lisa C. Jeffery

Title: Senior Contract Administrator

COMPLIANCE AGREEMENT of employee, consultant or subcontractor.

(I) (We), employee(s) of, consultant to, (and) (or) subcontractor of the RESEARCHER, acknowledge familiarity with the terms and conditions of the foregoing agreement between the WSP and RESEARCHER, and agree to comply with the terms and conditions thereof in (my) (our) use and protection of the criminal history record information obtained pursuant to the foregoing agreement.

12-19-86
Date

12-19-86
Date

ATTORNEY GENERAL REVIEW
Approved as to form:

By Chris [Signature]

Title Asst. Atty. Gen.

Date 1/13/87

James J. Collins
Signature

Elizabeth Cavanaugh
Signature

Jui Anderson
Signature

Patricia Krutiansen
Signature

12/19/86
Date

1/5/87
Date

AGREEMENT FOR RESEARCH, EVALUATIVE OR STATISTICAL PURPOSES

AGREEMENT made this 25th day of June, 1999, between Pretrial Services Resource Center (hereinafter referred to as "RESEARCHER") and the Washington State Patrol (WSP).

WHEREAS the RESEARCHER had made a written request to the WSP dated June 25, 1999, a copy of which is annexed hereto and made a part hereof, and

WHEREAS the WSP has reviewed said written request and determined that it clearly specifies (1) the criminal history record information sought, and (2) the research, evaluative or statistical purpose for which the said information is sought, and

WHEREAS the RESEARCHER represents that (he) (she) (it) is in receipt of, and is familiar with, the provisions of chapter 10.97 RCW, 28 CFR Part 22, including provisions for sanctions at Parts 22.24^o and 22.29 thereof,

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The WSP will supply the following items of information to the RESEARCHER:
Physical rap sheets for 361 defendants - (full record
non conviction)

2. The RESEARCHER will:
 - (a) use the said information only for the research, evaluative, or statistical purposes described in the above mentioned written request dated 06/25/99, and for no other purpose;
 - (b) limit access to said information to the RESEARCHER and those of the RESEARCHER'S employees whose responsibilities cannot be accomplished without such access, and who have been advised of, and agreed to comply with, the provisions of this agreement, and of 28 CFR Part 22;
 - (c) store all said information received pursuant to this agreement in secure, locked containers;
 - (d) so far as possible, replace the name and address of any record subject with an alpha-numeric or other appropriate code;

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- (e) immediately notify the WSP in writing of any proposed material changes in the purposes or objectives of its research, or in the manner in which said information will be used.
3. The RESEARCHER will not:
- (a) disclose any of the said information in a form which is identifiable to an individual, in any project report or in any manner whatsoever, except pursuant to 28 CFR Part 22.24 (b) (1) (2).
 - (b) make copies of any of the said information, except as clearly necessary for use by employees or contractors to accomplish the purposes of the research. To the extent reasonably possible, copies shall not be made of criminal history record information, but information derived therefrom which is not identifiable to specific individuals shall be used for research tasks. Where this is not possible, every reasonable effort shall be made to utilize coded identification data as an alternative to names when producing copies of criminal history record information for working purposes.
 - (c) utilize any of the said information for purposes or objectives or in a manner subject to the requirement for notice set forth in 2.(e) until specific written authorization therefor is received from the WSP.
4. In the event the RESEARCHER deems it necessary, for the purposes of the research, to disclose said information to any subcontractor, (he) (she) (it) shall secure the written agreement of said subcontractor to comply with all the terms of this agreement as if (he) (she) (it) were the RESEARCHER named herein.
5. The RESEARCHER further agrees that:
- (a) the WSP shall have the right, at any time, to monitor, audit, and review the activities and policies of the RESEARCHER or its subcontractors in implementing this agreement in order to assure compliance therewith; and
 - (b) upon completion, termination or suspension of the RESEARCHER, it will return all said information, and any copies thereof made by the RESEARCHER, to the WSP, unless the WSP gives its written consent to destruction, obliteration or other alternative disposition.

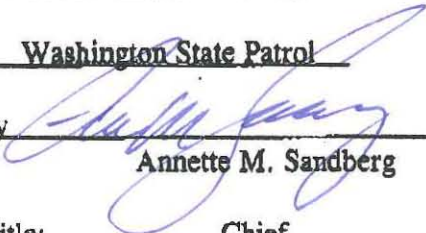
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AGREEMENT

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6. In the event the RESEARCHER fails to comply with any term of this Agreement, the WSP shall have the right to take such action as it deems appropriate, including termination of this Agreement. If the WSP so terminates this Agreement, the RESEARCHER and any subcontractors shall forthwith return all the said information, and all copies made thereof, to the WSP or make such alternative disposition thereof, as is directed by the WSP. The exercise of remedies pursuant to this paragraph shall be in addition to all sanctions provided by law, and to legal remedies available to parties injured by disclosures.
7. **INDEMNIFICATION.** The RESEARCHER agrees to indemnify and hold harmless the WSP and its officers, agents and employees from and against any and all loss, damages, injury, liability suits and proceedings however caused, arising directly or indirectly out of any action or conduct of the RESEARCHER in the exercise or enjoyment of this agreement. Such indemnification shall include all costs of defending any such suit, including attorney fees.

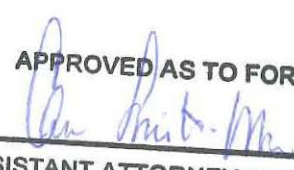
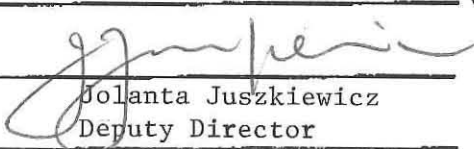
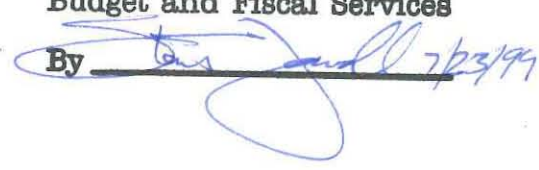
IN WITNESS WHEREOF the parties have signed their names hereto this 25th day
of June, 199 9.

Washington State Patrolby 

Annette M. Sandberg

Title: Chief

APPROVED AS TO FORM


ASSISTANT ATTORNEY GENERALPretrial Services Resource Center (RESEARCHER)by Jolanta Juskiewicz
Deputy DirectorTitle: Budget and Fiscal ServicesBy  7/23/99

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AGREEMENT

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COMPLIANCE AGREEMENT of employee, consultant or subcontractor.

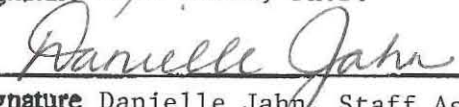
(I) (We), employee(s) of, consultant to, (and) (or) subcontractor of the RESEARCHER, acknowledge familiarity with the terms and conditions of the foregoing agreement between the WSP and RESEARCHER, and agree to comply with the terms and conditions thereof in (my) (our) use and protection of the criminal history record information obtained pursuant to the foregoing agreement.

June 25, 1999

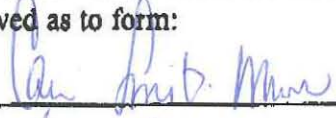
Date


Signature Evie Lotze, Ph.D.June 25, 1999

Date


Signature Danielle Jahn, Staff Associate**ATTORNEY GENERAL REVIEW**

Approved as to form:

By Title Senior CounselDate 7/20/99

AGREEMENT FOR RESEARCH, EVALUATIVE, OR STATISTICAL PURPOSES

AGREEMENT made this 6 day of December, 1996 between DESIGN RESEARCH ENGINEERING (hereinafter referred to as Researcher) and the Washington State Patrol (hereinafter referred to as WSP).

WHEREAS THE RESEARCHER has made a written request to the WSP dated 12-6-96, a copy of which is attached hereto and made a part hereof, and

IT IS THEREFORE AGREED AS FOLLOWS:

1. The WSP will supply the following items of information to the Researcher:
 - a. A copy of the police traffic collision report(s) specified.
 - b. The specific information requested, copied from the WSP's collision data tape onto a tape(s) provided by the Researcher.
 2. The Researcher will:
 - a. Pay \$5.00 per photocopy of each report requested to cover expenses incurred in searching for the report. Hard copies will be provided, if available. If no report is found, the fee is not refundable.
- AND/OR
- b. Pay \$100.00 for each year of data requested to be provided on computer tape (two tapes per year for 1600 bpi tape, or one tape per year for 6250 bpi tape). The tape(s) will be provided by the requestor.
 3. The Researcher will:
 - a. Use the said information only for research, evaluative, or statistical purposes described in the above-mentioned written request dated 12-6-96, and for no other purposes.
 - b. Limit access to said information to the Researcher and those of the Researcher's employees whose responsibilities cannot be accomplished without such access, and who have been advised of, and agreed to comply with, the provisions of this agreement, and of any applicable federal or state laws.
 - c. Securely store all said information received pursuant to this agreement.

- d. Delete the name and address of any record subject. The names and addresses may be replaced with an alphanumeric or other appropriate code.
 - e. Immediately notify the WSP in writing of any proposed changes in the purpose of its research, or in the manner in which said information will be used.
4. The Researcher will not:
- a. Disclose any of the said information in a form which is identifiable to an individual in any project report or in any manner whatsoever.
 - b. Make copies of any of the said information, except as clearly necessary for use by employees or subcontractors to accomplish the purposes of the research. To the extent reasonably possible, copies shall not be made of records, but information derived therefore which is not identifiable to specific individuals shall be used for research task. Where this is not possible, every reasonable effort shall be made to utilize coded identification data as an alternative to names when producing copies of information provided by WSP for working purposes. In no case shall the Researcher provide copies of WSP information to anyone not directly involved in the Researcher's project as either an employee or subcontractor.
 - c. Utilize any of the said information in any manner subject to the requirement for notice set forth in 3.(e) until specific written authorization therefore is received from the WSP.
5. In the event the Researcher deems it necessary, for the purposes of the research, to disclose said information to any subcontractor, the Researcher shall secure the written agreement of said subcontractor to comply with all terms of this agreement. The WSP must give prior written consent before the Researcher discloses to the subcontractor.
6. The Researcher further agrees:
- a. The WSP shall have the right, at any time, to monitor, audit, and review the activities and policies of the Researcher or its subcontractors in implementing this agreement in order to assure compliance therewith; and
 - b. Upon completion, termination, or suspension of the research, Researcher will return all said information, and any copies thereof, to the WSP, unless the WSP gives its written consent to destruction, obliteration, or other alternative disposition.

7. Violation of terms:

- a. In the event the Researcher fails to comply with any term of this agreement, the WSP shall have the right to take such action as it deems appropriate, including termination of this agreement. If the WSP terminates this agreement, the Researcher and any subcontractor shall forthwith return all the said information, and all copies made thereof, to the WSP or make such alternative disposition thereof, as directed by the WSP. The exercise of remedies pursuant to this paragraph shall be in addition to all sanctions provided by law, and to legal remedies available to parties injured by disclosure.
- b. Since actual damages for disclosure of WSP collision record information would be difficult to ascertain, it is agreed, in addition to any other remedy, the Researcher shall pay \$100 for each person whose identity is disclosed in violation of this agreement as liquidated damages.

8. INDEMNIFICATION. The Researcher agrees to indemnify and hold harmless the WSP and its officers, agents, and employees from and against any and all loss, damages, injury, liability suits, and proceedings, however caused, arising directly or indirectly out of any action or conduct of the Researcher in the exercise or enjoyment of this Agreement. Such indemnification shall include all costs of defending any such suit, including attorney fees.

IN WITNESS WHEREOF the parties have signed their names hereto this 30 day of December, 1996.

Washington State Patrol

Approved as to form

by

Annette M. Sandberg
Title: Chief

by

Ann Smith-Mulder
Assistant Attorney General

by

DESIGN RESEARCH ENGINEERING
Timothy E. Angler
Title: PRINCIPAL ENGINEER

Budget and Fiscal Services

By

John Mitchell

AGREEMENT FOR RESEARCH, EVALUATIVE, OR STATISTICAL PURPOSES

AGREEMENT made this 24th day of September, 1996 between Midwest Research Institute (MRI) (hereinafter referred to as Researcher) and the Washington State Patrol (hereinafter referred to as WSP).

WHEREAS THE RESEARCHER has made a written request to the WSP dated September 4, 1996, a copy of which is attached hereto and made a part hereof, and

IT IS THEREFORE AGREED AS FOLLOWS:

1. The WSP will supply the following items of information to the Researcher:
 - a. A copy of the police traffic collision report(s) specified.
 - b. The specific information requested, copied from the WSP's collision data tape onto a tape(s) provided by the Researcher.
2. The Researcher will:
 - a. Use the said information only for research, evaluative, or statistical purposes described in the above-mentioned written request dated September 4, 1996, and for no other purposes.
 - b. Limit access to said information to the Researcher and those of the Researcher's employees whose responsibilities cannot be accomplished without such access, and who have been advised of, and agreed to comply with, the provisions of this agreement, and of any applicable federal or state laws.
 - c. Securely store all said information received pursuant to this agreement.
 - d. Delete the name and address of any record subject. The names and addresses may be replaced with an alphanumeric or other appropriate code.
 - e. Immediately notify the WSP in writing of any proposed changes in the purpose of its research, or in the manner in which said information will be used.
3. The Researcher will not:
 - a. Disclose any of the said information in a form which is identifiable to an individual in any project report or in any manner whatsoever.

- b. Make copies of any of the said information, except as clearly necessary for use by employees or subcontractors to accomplish the purposes of the research. To the extent reasonably possible, copies shall not be made of records, but information derived therefore which is not identifiable to specific individuals shall be used for research task. Where this is not possible, every reasonable effort shall be made to utilize coded identification data as an alternative to names when producing copies of information provided by WSP for working purposes. In no case shall the Researcher provide copies of WSP information to anyone not directly involved in the Researcher's project as either an employee or subcontractor.
 - c. Utilize any of the said information in any manner subject to the requirement for notice set forth in 2.(e) until specific written authorization therefore is received from the WSP.
- 4. In the event the Researcher deems it necessary, for the purposes of the research, to disclose said information to any subcontractor, the Researcher shall secure the written agreement of said subcontractor to comply with all terms of this agreement. The WSP must give prior written consent before the Researcher discloses to the subcontractor.
- 5. The Researcher further agrees:
 - a. The WSP shall have the right, at any time, to monitor, audit, and review the activities and policies of the Researcher or its subcontractors in implementing this agreement in order to assure compliance therewith; and
 - b. Upon completion, termination, or suspension of the research, Researcher will return all said information, and any copies thereof, to the WSP, unless the WSP gives its written consent to destruction, obliteration, or other alternative disposition.
- 6. Violation of terms:
 - a. In the event the Researcher fails to comply with any term of this agreement, the WSP shall have the right to take such action as it deems appropriate, including termination of this agreement. If the WSP terminates this agreement, the Researcher and any subcontractor shall forthwith return all the said information, and all copies made thereof, to the WSP or make such alternative disposition thereof, as directed by the WSP. The exercise of remedies pursuant to this paragraph shall be in addition to all sanctions provided by law, and to legal remedies available to parties injured by disclosure.

- b. Since actual damages for disclosure of WSP collision record information would be difficult to ascertain, it is agreed, in addition to any other remedy, the Researcher shall pay \$100 for each person whose identity is disclosed in violation of this agreement as liquidated damages.

7. **INDEMNIFICATION.** The Researcher agrees to indemnify and hold harmless the WSP and its officers, agents, and employees from and against any and all loss, damages, injury, liability suits, and proceedings, however caused, arising directly or indirectly out of any action or conduct of the Researcher in the exercise or enjoyment of this Agreement. Such indemnification shall include all costs of defending any such suit, including attorney fees.

IN WITNESS WHEREOF the parties have signed their names hereto this 24 day of September, 1996.

Washington State Patrol

Approved as to form

by

Annette M. Sandberg
Title: Chief

by

Ken Alms
Assistant Attorney General

by

Midwest Research Institute
Nancy R. Ruff

Title: _____

BUDGET AND FISCAL SERVICES

By John Mitchell

COMPLIANCE AGREEMENT OF EMPLOYEE, CONSULTANT, OR SUBCONTRACTOR

(I) (We) employees of, consultant to, (and) (or) subcontractor of the Researcher, acknowledge familiarity with the terms and conditions of the foregoing agreement between the WSP and Researcher, and agree to comply with the terms and conditions thereof in (my) (our) use and protection of the information obtained pursuant to the foregoing agreement.

Date

9/24/96

Signature

Douglas W. Harwood



STATE OF WASHINGTON

WASHINGTON STATE PATROL

General Administration Building, PO Box 42600 • Olympia, Washington 98504-2600 • (206) 753-6540 • (SCAN) 234-6540

MEMORANDUM OF UNDERSTANDING

C940169GSC

July 12, 1994

TO: Washington State Transportation Agencies

FROM: Chief Roger W. Bruett

SUBJECT: Cooperative Effort in the Upgrading of Collision Data Collection and Traffic Records Systems in Washington State

The transportation agencies of this state have recognized the need to upgrade the process by which collision data is collected and disbursed to interested state and local entities. Each state agency has its own special needs and responsibilities in this process. The Washington State Department of Transportation (WSDOT) relies on collision data analysis in its construction and improvement of state roadways; the Department of Licensing (DOL) uses collision data to assist in ensuring only safe and insured drivers are allowed the privilege of operating a motor vehicle upon the state's roadways; and the Washington State Patrol (WSP) is charged with collecting and distributing collision data for analysis and traffic safety needs. In the past, these separate functions have, at times, suffered by being labor intensive and duplicative. It is time to commit to a course of action which will benefit all collision data users and provide economic and procedural advantages to the citizens of the state.

Specifically, the transportation agencies, under the guidance of the Legislative Transportation Commission and the Transportation Information Technology Committee, will work together to improve all aspects of collision data reporting and collection. A part of the effort will involve planning and research toward consolidating the several existing traffic collision data bases into one relational shared system. In addition, advanced technologies—such as Global Positioning Systems (GPS), electronic forms, Geographical Information Systems (GIS), electronic data transfer and accessibility, and other technologies—will be evaluated through cooperative and coordinated strategic efforts. This combined venture should result in the reduction of costs for processing traffic collision reports and information, provide more accurate collision location information, and improve response and accuracy of ad hoc reporting and information extract.

As a signatory party to this memo, each agency agrees to assist and cooperate to meet the common goal of providing citizens with the safest motoring environment obtainable.



Roger W. Bruett, Chief
Washington State Patrol



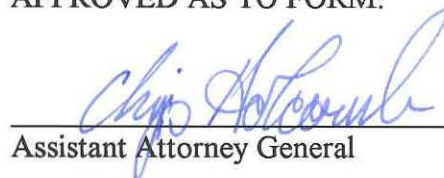
Jim Clemen, F&A Assistant Secretary
Washington State Dept of Transportation

8-18-94

Date

Date

APPROVED AS TO FORM:



Assistant Attorney General



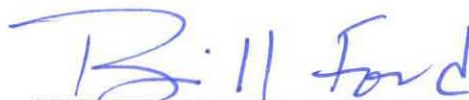
John Swannack, Deputy Director
Washington State Dept of Licensing

8/16/94

Date

8/12/94

Date



Washington State Patrol
Budget and Fiscal Services

8-16-94

Date

BMC SOFTWARE, INC.

C940157GSC

PRODUCT SCHEDULE # _____

PAGE 1 OF 1

In accordance with the terms and conditions of the Software License Agreement, designated by the SLA # referenced below, BMC Software Inc., by its acceptance of this Product Schedule, agrees to furnish to the Licensee the Products listed below. Any upgrades by the Licensee of the Designated CPU to a higher Tier or Terminal Level will be priced at the difference between the then current price of the higher Tier or Terminal Level and the then current price of the Tier or Terminal Level listed below.

ITEM #	SLA #	PRODUCT DESCRIPTION	TYPE OF LICENSE P-Perpetual A-Annual M-Monthly	COPY #	TIER OR TERMINAL LEVEL	CPU TYPE & MODEL	CPU SERIAL #	PRODUCT EFFECTIVE DATE	LICENSE FEE	INSTALLATION LOCATION
1	1209	SUPEROPTIMIZER/CICS/U	P	4	40	76209			-0-	Olympia, WA
2	1209	SECONDARY INDEX UTILITY	P	1	40	76209			-0-	Olympia, WA
3	1209	POINTER CHECKER PLUS	P	1	40	76209			8,000	Olympia, WA
4	1209	RECOVERY PLUS CICS/VSAM	P	1	40	76209			13,000	Olympia, WA
LICENSE FEE TOTAL									\$21,000	

This pricing is valid through June 30, 1994.

APPROVED AS TO FORM

Chas. H. ...
ASSISTANT ATTORNEY GENERAL

Budget and Fiscal Services

By *Bill Ford*

ACCEPTED BY: BMC SOFTWARE, INC.

By: *William L. Griffin*

Name: William L. Griffin

Title: Director of Sales

Date: July 11, 1994

Washington State Patrol

ACCEPTED BY: COMPANY NAME

By: *rw Bruett*

Name: Roger W. Bruett

Title: Chief

Date: 6-30-94

A-2003-4

**WASHINGTON STATE PATROL
IDENTIFICATION AND CRIMINAL HISTORY SECTION
LIVE-SCAN TO AUTOMATED FINGERPRINT IDENTIFICATION SYSTEM
CONNECTION USER'S AGREEMENT**

THIS AGREEMENT, entered into between the Washington State Patrol (hereinafter referred to as "WSP"), an agency of the State of Washington and the Pend Oreille County Sheriff's Office, (hereinafter referred to as "the User"), witnesses that:

1. WSP is an agency of the State of Washington authorized by law to establish and operate an Automated Fingerprint Identification System (hereinafter referred to as "AFIS") capable of, but not limited to, reading, classifying, matching, and storing fingerprints and to maintain criminal history record information based on fingerprint identification. AFIS is a state-funded system comprised of a central computer processor located at the Department of Information Services (DIS) in Olympia. The criminal history repository is known as the Washington State Identification System (WASIS) and maintained by the WSP in Olympia.
2. The User operates live-scan fingerprinting equipment to capture fingerprint images and related information of a person arrested, registering as a sex or kidnapping offender, and/or applying for licensing or employment pursuant to a state or local requirement.
3. The User will submit the fingerprint images and the related information electronically to the WSP for the purpose of identification and, when applicable, inclusion in the AFIS and WASIS databases.
4. The User agrees to comply with all applicable federal and state laws, regulations, rules, and procedures, and to assume certain costs. WSP retains full control over the management and operation of AFIS and WASIS. The User shall operate their live-scan equipment and otherwise conduct itself in strict compliance with applicable Washington Crime Information Center (WACIC), A Central Computerized Enforcement Service System (ACCESS), WASIS, and AFIS User Agreements. All policies, procedures, and operating instructions presently contained in the current WACIC, ACCESS, WASIS, and AFIS operating manuals, published by WSP, are hereby incorporated into and made a part of this agreement except to the extent that they are inconsistent with anything found herein.

NOW THEREFORE, in light of the foregoing representations, promises and conditions, more fully set out herein by reference, the parties, by their duly authorized officials, do mutually agree as follows:

1. The WSP, through the Washington InterGovernmental Network (IGN), will furnish the User, a criminal justice agency as defined in RCW 10.97, with such criminal justice information as is available in WASIS and AFIS files. WSP will serve as the

means of exchange of computerized criminal history information and fingerprint data.

2. The network connection will be made through the IGN administered by DIS. This network and local networks will meet the requirements of the National Crime Information Center (NCIC) Security Policy. The operation and maintenance of the IGN is the responsibility of DIS. The User shall notify WSP of sustained or repeated network problems that affect AFIS service.
3. The User agrees that the WSP will provide authorization for access to the WSP databases with certain restrictions depending on system capabilities and assigned status as follows:
 - A. Local live-scan sites will submit fingerprint images and related information for identification search and inclusion in the WSP AFIS and criminal history database.
 - B. The User agrees to comply with statutory mandates concerning the submission of criminal and civil fingerprint submissions to the state repository (WSP).
4. The User agrees that only WSP site or authorized remote sites may permanently register fingerprints into the WSP databases.
5. Policies including, but not limited to, a schedule for accessing the AFIS database will be provided by the WSP AFIS Coordinator or designee. Such policies shall define the basis and procedures for conducting routine and emergency comparison of fingerprints against the AFIS databases.
6. The User shall take necessary measures to make its live-scan equipment and system secure and prevent unauthorized use. WSP reserves the right to object to equipment security measures and to suspend or withhold service until such matters are corrected to the reasonable satisfaction of WSP.
7. The User agrees to pay all personnel, operating, maintenance, and data transmission costs; to submit fingerprints as required under state statute or local ordinance; and to pay the costs and maintenance related to an interface between the local records management system and live-scan equipment.
8. The User agrees to assign a live-scan coordinator to serve as the primary contact person for the User in Live-Scan to AFIS Connection related issues. The User also agrees to notify the WSP immediately, in writing, of any changes in this position.
9. WSP agrees to schedule and provide training of equipment and procedures to User personnel at locations and times arranged by WSP. Equipment operation training may be supplied by WSP or the equipment provider.

10. The WSP fingerprint and criminal history databases shall be accessed and utilized only in conjunction with the administration of criminal justice as authorized by laws governing criminal history dissemination.
11. The WSP fingerprint identification or criminal history information record shall not be further disseminated by the user to any other person or (private or public) entity, except as required by criminal proceedings or pursuant to state dissemination laws.

TERMINATION

This agreement is without term; however, the parties agree that it shall be terminable by either party with 30 days written notice to the other party. Moreover, WSP may suspend further performance of services hereunder when, in its reasonable estimation, the User has breached any material term of the agreement. For the purposes of this paragraph and this agreement, the violation of any specific term of this agreement or of any substantive requirement or limitation imposed by the federal or state statutes, regulations, or rules referenced in this agreement shall be deemed a breach of a material term of the agreement.

INDEMNIFICATION

The User agrees to indemnify and save harmless the Washington State Patrol and its employees from and against any and all claims, demands, actions, suits, including but not limited to, any liability for damages by reason of or arising out of any misuse of the AFIS or criminal history databases, erroneous fingerprint identifications made by user personnel, or any cause of action whatsoever, and against any loss, cost, expense, and damage resulting therefrom, including attorney's fees.

IN WITNESS THEREOF, the duly authorized officials of the respective parties have executed this written agreement on the day and year first hereinabove written.

USER AGENCY

BY Mike Hanson

TITLE Chairman

DATE 2/3/03

WASHINGTON STATE PATROL

Kelvin F. Yeh

BFS ADMINISTRATOR

2/15/03

Budget and Fiscal Services

By [Signature]

AGREEMENT FOR RESEARCH, EVALUATIVE OR STATISTICAL PURPOSES

AGREEMENT made this _____ day of _____, 20____, between
the Department of Social and Health Services, Children's Administration (hereinafter referred to as
 "RESEARCHER") and the Washington State Patrol (WSP).

WHEREAS the RESEARCHER had made a written request to the WSP dated
June 17, 2002, a copy of which is annexed hereto and made a part hereof, and

WHEREAS the WSP has reviewed said written request and determined that it clearly
 specifies (1) the criminal history record information sought, and (2) the research, evaluative or
 statistical purpose for which the said information is sought, and

WHEREAS the RESEARCHER represents that (he) (she) (it) is in receipt of, and is
 familiar with, the provisions of chapter 10.97 RCW, 28 CFR Part 22, including provisions for
 sanctions at Parts 22.24[®] and 22.29 thereof,

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The WSP will supply the following items of information to the RESEARCHER:

WSP arrest data for approximately 250 youths from the summers of 2002 and 2003.

2. The RESEARCHER will:

- (a) use the said information only for the research, evaluative, or statistical purposes
 described in the above mentioned written request dated June 27, 2002, and for no
 other purpose;
- (b) limit access to said information to the RESEARCHER and those of the
 RESEARCHER'S employees whose responsibilities cannot be accomplished without
 such access, and who have been advised of, and agreed to comply with, the
 provisions of this agreement, and of 28 CFR Part 22;
- (c) store all said information received pursuant to this agreement in secure, locked
 containers;
- (d) so far as possible, replace the name and address of any record subject with an alpha-
 numeric or other appropriate code;

AGREEMENT

Page: 2

- (e) immediately notify the WSP in writing of any proposed material changes in the purposes or objectives of its research, or in the manner in which said information will be used.
- 3. The RESEARCHER will not:
 - (a) disclose any of the said information in a form which is identifiable to an individual, in any project report or in any manner whatsoever, except pursuant to 28 CFR Part 22.24 (b) (1) (2).
 - (b) make copies of any of the said information, except as clearly necessary for use by employees or contractors to accomplish the purposes of the research. To the extent reasonably possible, copies shall not be made of criminal history record information, but information derived therefrom which is not identifiable to specific individuals shall be used for research tasks. Where this is not possible, every reasonable effort shall be made to utilize coded identification data as an alternative to names when producing copies of criminal history record information for working purposes.
 - (c) utilize any of the said information for purposes or objectives or in a manner subject to the requirement for notice set forth in 2.(e) until specific written authorization therefor is received from the WSP.
- 4. In the event the RESEARCHER deems it necessary, for the purposes of the research, to disclose said information to any subcontractor, (he) (she) (it) shall secure the written agreement of said subcontractor to comply with all the terms of this agreement as if (he) (she) (it) were the RESEARCHER named herein.
- 5. The RESEARCHER further agrees that:
 - (a) the WSP shall have the right, at any time, to monitor, audit, and review the activities and policies of the RESEARCHER or its subcontractors in implementing this agreement in order to assure compliance therewith; and
 - (b) upon completion, termination or suspension of the RESEARCHER, it will return all said information, and any copies thereof made by the RESEARCHER, to the WSP, unless the WSP gives its written consent to destruction, obliteration or other alternative disposition.

AGREEMENT

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6. In the event the RESEARCHER fails to comply with any term of this Agreement, the WSP shall have the right to take such action as it deems appropriate, including termination of this Agreement. If the WSP so terminates this Agreement, the RESEARCHER and any subcontractors shall forthwith return all the said information, and all copies made thereof, to the WSP or make such alternative disposition thereof, as is directed by the WSP. The exercise of remedies pursuant to this paragraph shall be in addition to all sanctions provided by law, and to legal remedies available to parties injured by disclosures.
7. INDEMNIFICATION. The RESEARCHER agrees to indemnify and hold harmless the WSP and its officers, agents and employees from and against any and all loss, damages, injury, liability suits and proceedings however caused, arising directly or indirectly out of any action or conduct of the RESEARCHER in the exercise or enjoyment of this agreement. Such indemnification shall include all costs of defending any such suit, including attorney fees.

IN WITNESS WHEREOF the parties have signed their names hereto this 21st day of OCT, 20 02.

FOR THE WASHINGTON STATE
PATROL:

Ronal W. Serpas, Ph.D., Chief
BFS ADMINISTRATOR

10/21/02
Date

FOR THE RESEARCHER:

Diana J. English Ph.D.
Signature

8.29.02
Date

Budget and Fiscal Services:

[Signature]
Signature

10/18/02
Date

AGREEMENT

Page: 4

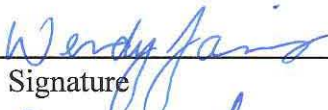
COMPLIANCE AGREEMENT of employee, consultant or subcontractor.

(I) (We), employee(s) of, consultant to, (and) (or) subcontractor of the RESEARCHER, acknowledge familiarity with the terms and conditions of the foregoing agreement between the WSP and RESEARCHER, and agree to comply with the terms and conditions thereof in (my) (our) use and protection of the criminal history record information obtained pursuant to the foregoing agreement.

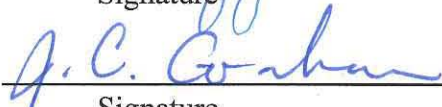
9/6/02
Date


Signature

9/6/02
Date


Signature

9/9/2002
Date


Signature

9/16/2002
Date


Signature

Date

Signature

Date

Signature

AGREEMENT

Page: 4

COMPLIANCE AGREEMENT of employee, consultant or subcontractor.

(I) (We), employee(s) of, consultant to, (and) (or) subcontractor of the RESEARCHER, acknowledge familiarity with the terms and conditions of the foregoing agreement between the WSP and RESEARCHER, and agree to comply with the terms and conditions thereof in (my) (our) use and protection of the criminal history record information obtained pursuant to the foregoing agreement.

Date

10/11/2002

Signature



Date

Signature

Date

Signature

Date

Signature

Date

Signature

Date

Signature

AGREEMENT FOR RESEARCH, EVALUATIVE OR STATISTICAL PURPOSES

AGREEMENT made this _____ day of _____, 20____, between
Harborview Injury Prevention and Research Center (hereinafter referred to as "RESEARCHER")
and the Washington State Patrol (WSP).

WHEREAS the RESEARCHER had made a written request to the WSP dated
June 27, 2002, a copy of which is annexed hereto and made a part hereof, and

WHEREAS the WSP has reviewed said written request and determined that it clearly
specifies (1) the criminal history record information sought, and (2) the research, evaluative or
statistical purpose for which the said information is sought, and

WHEREAS the RESEARCHER represents that (he) (she) (it) is in receipt of, and is
familiar with, the provisions of chapter 10.97 RCW, 28 CFR Part 22, including provisions for
sanctions at Parts 22.24[©] and 22.29 thereof,

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The WSP will supply the following items of information to the RESEARCHER:

WSP arrest data for 1997 to 2002

2. The RESEARCHER will:

- (a) use the said information only for the research, evaluative, or statistical purposes
described in the above mentioned written request dated June 27, 2002, and for no
other purpose;
- (b) limit access to said information to the RESEARCHER and those of the
RESEARCHER'S employees whose responsibilities cannot be accomplished without
such access, and who have been advised of, and agreed to comply with, the
provisions of this agreement, and of 28 CFR Part 22;
- (c) store all said information received pursuant to this agreement in secure, locked
containers;
- (d) so far as possible, replace the name and address of any record subject with an alpha-
numeric or other appropriate code;

AGREEMENT

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- (e) immediately notify the WSP in writing of any proposed material changes in the purposes or objectives of its research, or in the manner in which said information will be used.
- 3. The RESEARCHER will not:
 - (a) disclose any of the said information in a form which is identifiable to an individual, in any project report or in any manner whatsoever, except pursuant to 28 CFR Part 22.24 (b) (1) (2).
 - (b) make copies of any of the said information, except as clearly necessary for use by employees or contractors to accomplish the purposes of the research. To the extent reasonably possible, copies shall not be made of criminal history record information, but information derived therefrom which is not identifiable to specific individuals shall be used for research tasks. Where this is not possible, every reasonable effort shall be made to utilize coded identification data as an alternative to names when producing copies of criminal history record information for working purposes.
 - (c) utilize any of the said information for purposes or objectives or in a manner subject to the requirement for notice set forth in 2.(e) until specific written authorization therefor is received from the WSP.
- 4. In the event the RESEARCHER deems it necessary, for the purposes of the research, to disclose said information to any subcontractor, (he) (she) (it) shall secure the written agreement of said subcontractor to comply with all the terms of this agreement as if (he) (she) (it) were the RESEARCHER named herein.
- 5. The RESEARCHER further agrees that:
 - (a) the WSP shall have the right, at any time, to monitor, audit, and review the activities and policies of the RESEARCHER or its subcontractors in implementing this agreement in order to assure compliance therewith; and
 - (b) upon completion, termination or suspension of the RESEARCHER, it will return all said information, and any copies thereof made by the RESEARCHER, to the WSP, unless the WSP gives its written consent to destruction, obliteration or other alternative disposition.

AGREEMENT

Page:3

6. In the event the RESEARCHER fails to comply with any term of this Agreement, the WSP shall have the right to take such action as it deems appropriate, including termination of this Agreement. If the WSP so terminates this Agreement, the RESEARCHER and any subcontractors shall forthwith return all the said information, and all copies made thereof, to the WSP or make such alternative disposition thereof, as is directed by the WSP. The exercise of remedies pursuant to this paragraph shall be in addition to all sanctions provided by law, and to legal remedies available to parties injured by disclosures.
7. INDEMNIFICATION. The RESEARCHER agrees to indemnify and hold harmless the WSP and its officers, agents and employees from and against any and all loss, damages, injury, liability suits and proceedings however caused, arising directly or indirectly out of any action or conduct of the RESEARCHER in the exercise or enjoyment of this agreement. Such indemnification shall include all costs of defending any such suit, including attorney fees.

IN WITNESS WHEREOF the parties have signed their names hereto this _____ day of _____, 20 ____.

FOR THE WASHINGTON STATE
PATROL:

Ronal W. Serpas
BES ADMINISTRATOR

Ronal W. Serpas, Ph.D., Chief

RWS
Date 7/31/02

FOR THE RESEARCHER:

[Signature]
Signature

Date 7/27/2002

Budget and Fiscal Services:

[Signature]
Signature

Date 7/31/02

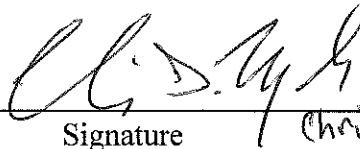
AGREEMENT

Page: 4

COMPLIANCE AGREEMENT of employee, consultant or subcontractor.

(I) (We), employee(s) of, consultant to, (and) (or) subcontractor of the RESEARCHER, acknowledge familiarity with the terms and conditions of the foregoing agreement between the WSP and RESEARCHER, and agree to comply with the terms and conditions thereof in (my) (our) use and protection of the criminal history record information obtained pursuant to the foregoing agreement.

7/24/02
Date


Signature Christopher Mack

Date

Signature

Date

Signature

Date

Signature

Date

Signature

Date

Signature

Live-Scan to Automated Fingerprint Identification System
Connection User's Agreement Amendment

Cross Match ID 500 10-print Live Scan System

For

Forks Police Department

The Washington State Patrol (WSP) Criminal Records Division (CRD) is providing your agency a Cross Match ID 500 10-print Live Scan System scanner ("ID 500") to supplement the ID1000 scanner you received from WSP in calendar year 2003. WSP is using its own funding to purchase the ID 500 system for your agency, and is also providing ID 500 installation and training to your agency at no charge. As with the ID1000, your agency will have ownership of the ID 500 and will be responsible for maintaining this device.

Reason for Changing Devices

The ID 500 more closely emulates the fingerprint rolling technique used with an ink system – the surface is flat with no moving platen or moveable parts. We believe this model is much easier to use and will result in better quality fingerprint images, resulting in mutual benefits to both your agency and WSP.

ID 500 Space Requirements

Because the kiosk which holds the ID1000 scanner is not compatible with the ID 500, you can either purchase the upgraded ID 500 kiosk for \$2,250.00 plus sales tax and shipping charges, or provide counter space to accommodate the ID 500 device without the kiosk. The scanner weighs 11.5 pounds and its dimensions (H x L x W) are 6.7" x 15.9" x 10.3". The ID 500 utilizes the same computer, software and printer as the ID1000 – WSP is providing the ID 500 scanner only. You can see additional information on the ID 500 at the manufacturer's website:

http://www.crossmatch.com/10print_live_scanners.html#

The ID 500 kiosk specifications can be found at this website as well.

Accountability Requirements

For the duration of the life of the ID 500, your agency must maintain a property record of the ID 500 that includes the serial or other identification numbers; the acquisition date; and the location, use and condition of the ID 500. Your agency must also include the ID 500 in any physical inventories of your agency's equipment; these inventories must take place at least once every two (2) years. Your agency must also prevent the loss, damage or theft of the ID 500; and investigate any instances of loss, damage or theft of the ID 500.

ID 500 Warranty

By signing this document your agency is accepting the ID 500 "as is" with the understanding that WSP and the State of Washington disclaim all warranties for the ID 500. Should the ID 500 not perform as specified by the ID 500 vendor, your agency will be responsible for exercising the ID 500's warranty options according to the terms contained in the vendor's contract with the State of Washington.

Acceptance

This document will become a part of your agency's Live-Scan to AFIS Users Agreement; All other terms contained in your Live-Scan to AFIS User's Agreement remain in effect. If you are willing to accept the terms of this document and accept ownership of ID 500, please have an authorized person for your Agency sign where indicated below.

On behalf of the Forks Police Department ("Agency"), I hereby accept the Cross Match ID 500 live-scan scanner from the Washington State Patrol and certify that this Agency shall comply with the terms contained in this document. By signing below I warrant that I have read and understand this document and have the authority sign this document for the Agency.

FOR THE AGENCY:

Signature



Print Name

MIKE POWELL

Title

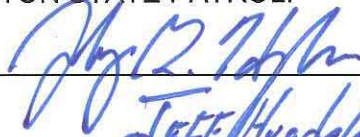
CHIEF OF POLICE

Date

JANUARY 05, 2006

FOR THE WASHINGTON STATE PATROL:

Signature



Print Name

Jeff Huggins

Title

Contracts Manager

Date

1/11/06

**WASHINGTON STATE PATROL
IDENTIFICATION AND CRIMINAL HISTORY SECTION
LIVE-SCAN TO AUTOMATED FINGERPRINT IDENTIFICATION SYSTEM
CONNECTION USER'S AGREEMENT**

THIS AGREEMENT, entered into between the Washington State Patrol (hereinafter referred to as "WSP"), an agency of the State of Washington and the Yakima County Corrections, (hereinafter referred to as "the User"), witnesses that:

1. WSP is an agency of the State of Washington authorized by law to establish and operate an Automated Fingerprint Identification System (hereinafter referred to as "AFIS") capable of, but not limited to, reading, classifying, matching, and storing fingerprints and to maintain criminal history record information based on fingerprint identification. AFIS is a state-funded system comprised of a central computer processor located at the Department of Information Services (DIS) in Olympia. The criminal history repository is known as the Washington State Identification System (WASIS) and maintained by the WSP in Olympia.
2. The User operates live-scan fingerprinting equipment to capture fingerprint images and related information of a person arrested, registering as a sex or kidnapping offender, and/or applying for licensing or employment pursuant to a state or local requirement.
3. The User will submit the fingerprint images and the related information electronically to the WSP for the purpose of identification and, when applicable, inclusion in the AFIS and WASIS databases.
4. The User agrees to comply with all applicable federal and state laws, regulations, rules, and procedures, and to assume certain costs. WSP retains full control over the management and operation of AFIS and WASIS. The User shall operate their live-scan equipment and otherwise conduct itself in strict compliance with applicable Washington Crime Information Center (WACIC), A Central Computerized Enforcement Service System (ACCESS), WASIS, and AFIS User Agreements. All policies, procedures, and operating instructions presently contained in the current WACIC, ACCESS, WASIS, and AFIS operating manuals, published by WSP, are hereby incorporated into and made a part of this agreement except to the extent that they are inconsistent with anything found herein.

NOW THEREFORE, in light of the foregoing representations, promises and conditions, more fully set out herein by reference, the parties, by their duly authorized officials, do mutually agree as follows:

1. The WSP, through the Washington InterGovernmental Network (IGN), will furnish the User, a criminal justice agency as defined in RCW 10.97, with such criminal justice information as is available in WASIS and AFIS files. WSP will serve as the

means of exchange of computerized criminal history information and fingerprint data.

2. The network connection will be made through the IGN administered by DIS. This network and local networks will meet the requirements of the National Crime Information Center (NCIC) Security Policy. The operation and maintenance of the IGN is the responsibility of DIS. The User shall notify WSP of sustained or repeated network problems that affect AFIS service.
3. The User agrees that the WSP will provide authorization for access to the WSP databases with certain restrictions depending on system capabilities and assigned status as follows:
 - A. Local live-scan sites will submit fingerprint images and related information for identification search and inclusion in the WSP AFIS and criminal history database.
 - B. The User agrees to comply with statutory mandates concerning the submission of criminal and civil fingerprint submissions to the state repository (WSP).
4. The User agrees that only WSP site or authorized remote sites may permanently register fingerprints into the WSP databases.
5. Policies including, but not limited to, a schedule for accessing the AFIS database will be provided by the WSP AFIS Coordinator or designee. Such policies shall define the basis and procedures for conducting routine and emergency comparison of fingerprints against the AFIS databases.
6. The User shall take necessary measures to make its live-scan equipment and system secure and prevent unauthorized use. WSP reserves the right to object to equipment security measures and to suspend or withhold service until such matters are corrected to the reasonable satisfaction of WSP.
7. The User agrees to pay all personnel, operating, maintenance, and data transmission costs; to submit fingerprints as required under state statute or local ordinance; and to pay the costs and maintenance related to an interface between the local records management system and live-scan equipment.
8. The User agrees to assign a live-scan coordinator to serve as the primary contact person for the User in Live-Scan to AFIS Connection related issues. The User also agrees to notify the WSP immediately, in writing, of any changes in this position.
9. WSP agrees to schedule and provide training of equipment and procedures to User personnel at locations and times arranged by WSP. Equipment operation training may be supplied by WSP or the equipment provider.

10. The WSP fingerprint and criminal history databases shall be accessed and utilized only in conjunction with the administration of criminal justice as authorized by laws governing criminal history dissemination.
11. The WSP fingerprint identification or criminal history information record shall not be further disseminated by the user to any other person or (private or public) entity, except as required by criminal proceedings or pursuant to state dissemination laws.

TERMINATION

This agreement is without term; however, the parties agree that it shall be terminable by either party with 30 days written notice to the other party. Moreover, WSP may suspend further performance of services hereunder when, in its reasonable estimation, the User has breached any material term of the agreement. For the purposes of this paragraph and this agreement, the violation of any specific term of this agreement or of any substantive requirement or limitation imposed by the federal or state statutes, regulations, or rules referenced in this agreement shall be deemed a breach of a material term of the agreement.

INDEMNIFICATION

The User agrees to indemnify and save harmless the Washington State Patrol and its employees from and against any and all claims, demands, actions, suits, including but not limited to, any liability for damages by reason of or arising out of any misuse of the AFIS or criminal history databases, erroneous fingerprint identifications made by user personnel, or any cause of action whatsoever, and against any loss, cost, expense, and damage resulting therefrom, including attorney's fees.

IN WITNESS THEREOF, the duly authorized officials of the respective parties have executed this written agreement on the day and year first hereinabove written.

USER AGENCY

BY

TITLE

DATE

WASHINGTON STATE PATROL

By

TITLE

DATE

Budget and Fiscal Services

By

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 1/25/02

**WASHINGTON STATE PATROL
IDENTIFICATION AND CRIMINAL HISTORY SECTION
LIVE-SCAN TO AUTOMATED FINGERPRINT IDENTIFICATION SYSTEM
CONNECTION USER'S AGREEMENT**

THIS AGREEMENT, entered into between the Washington State Patrol (hereinafter referred to as "WSP"), an agency of the State of Washington and the Nisqually Tribal Police Department, (hereinafter referred to as "the User"), witnesses that:

1. WSP is an agency of the State of Washington authorized by law to establish and operate an Automated Fingerprint Identification System (hereinafter referred to as "AFIS") capable of, but not limited to, reading, classifying, matching, and storing fingerprints and to maintain criminal history record information based on fingerprint identification. AFIS is a state-funded system comprised of a central computer processor located at the Department of Information Services (DIS) in Olympia. The criminal history repository is known as the Washington State Identification System (WASIS) and maintained by the WSP in Olympia.
2. The User operates live-scan fingerprinting equipment to capture fingerprint images and related information of a person arrested, registering as a sex or kidnapping offender, and/or applying for licensing or employment pursuant to a state or local requirement.
3. The User will submit the fingerprint images and the related information electronically to the WSP for the purpose of identification and, when applicable, inclusion in the AFIS and WASIS databases.
4. The User agrees to comply with all applicable federal and state laws, regulations, rules, and procedures, and to assume certain costs. WSP retains full control over the management and operation of AFIS and WASIS. The User shall operate their live-scan equipment and otherwise conduct itself in strict compliance with applicable Washington Crime Information Center (WACIC), A Central Computerized Enforcement Service System (ACCESS), WASIS, and AFIS User's Agreements. All policies, procedures, and operating instructions presently contained in the current WACIC, ACCESS, WASIS, and AFIS operating manuals, published by WSP, are hereby incorporated into and made a part of this agreement except to the extent that they are inconsistent with anything found herein.

NOW THEREFORE, in light of the foregoing representations and the promises, conditions, and other valuable considerations more fully set out or incorporated herein by reference, the parties, by their duly authorized officials, do mutually agree as follows:

1. The WSP, through the Washington InterGovernmental Network (IGN), will furnish the user, a criminal justice agency as defined in RCW 10.97, with such criminal justice information as is available in WASIS and AFIS files. WSP will serve as the

means of exchange of computerized criminal history information and fingerprint data.

2. The network connection will be made through the IGN administered by DIS. This network and local networks will meet the requirements of the National Crime Information Center (NCIC) Security Policy. The operation and maintenance of the IGN is the responsibility of DIS. The User shall notify WSP of sustained or repeated network problems that affect AFIS service.
3. The User agrees that the WSP will provide authorization for access to the WSP databases with certain restrictions depending on system capabilities and assigned status as follows:
 - A. Local live-scan sites will submit fingerprint images and related information for identification search and inclusion in the WSP AFIS and criminal history database.
 - B. The User agrees to comply with statutory mandates concerning the submission of criminal and civil fingerprint submissions to the state repository (WSP).
4. The User agrees that only WSP site or authorized remote sites may permanently register fingerprints into the WSP databases.
5. Policies including, but not limited to, a schedule for accessing the AFIS database will be provided by the WSP AFIS Coordinator or designee. Such policies shall define the basis and procedures for conducting routine and emergency comparison of fingerprints against the AFIS databases.
6. The User shall take necessary measures to make its live-scan equipment and system secure and prevent unauthorized use. WSP reserves the right to object to equipment security measures and to suspend or withhold service until such matters are corrected to the reasonable satisfaction of WSP.
7. The User agrees to pay all personnel, operating, maintenance, and data transmission costs; to submit fingerprints as required under state statute or local ordinance; and to pay the costs and maintenance related to an interface between the local records management system and live-scan equipment.
8. The User agrees to assign a live-scan coordinator to serve as the primary contact person for the User in Live-Scan to AFIS Connection related issues. The User also agrees to notify the WSP immediately, in writing, of any changes in this position.
9. WSP agrees to schedule and provide training of equipment and procedures to User personnel at locations and times arranged by WSP. Equipment operation training may be supplied by WSP or the equipment provider.

10. The WSP fingerprint and criminal history databases shall be accessed and utilized only in conjunction with the administration of criminal justice as authorized by laws governing criminal history dissemination.
11. The WSP fingerprint identification or criminal history information record shall not be further disseminated by the user to any other person or (private or public) entity, except as required by criminal proceedings or pursuant to state dissemination laws.

TERMINATION

This agreement is without term; however, the parties agree that it shall be terminable upon the same grounds and upon the occurrence or non-occurrence of such events as operate to suspend, annul, or void any other long-term contract entered into by a public agency. Moreover, WSP may suspend further performance of services hereunder when, in its reasonable estimation, the User has breached any material term of the agreement. For the purposes of this paragraph and this agreement, the violation of any specific term of this agreement or of any substantive requirement or limitation imposed by the federal or state statutes, regulations, or rules incorporated into this agreement shall be deemed a breach of a material term of the agreement.

INDEMNIFICATION

The User agrees to indemnify and save harmless the Washington State Patrol and its employees from and against any and all claims, demands, actions, suits, including but not limited to, any liability for damages by reason of or arising out of any misuse of the AFIS or criminal history databases, erroneous fingerprint identifications made by user personnel, or any cause of action whatsoever, and against any loss, cost, expense, and damage resulting therefrom, including attorney's fees.

IN WITNESS THEREOF, the duly authorized officials of the respective parties have executed this written agreement on the day and year first hereinabove written.

USER AGENCYBY John W. Kang IIITITLE Chief of PoliceDATE 4-5-04**WASHINGTON STATE PATROL**Robert E. MaffeiBFS ADMINISTRATOR12/23/04**APPROVED AS TO FORM: ASSISTANT ATTORNEY GENERAL**BY Shannon J.DATE 12/20/2004

WSP No. C050485GSC

AGREEMENT FOR RESEARCH, EVALUATIVE OR STATISTICAL PURPOSES

AGREEMENT made this 29th day of November, 2005, between Smith Alling Lane (hereinafter referred to as "RESEARCHER") and the Washington State Patrol (WSP).

WHEREAS the RESEARCHER had made a written request to the WSP dated November 29, 2004, a copy of which is annexed hereto and made a part hereof, and

WHEREAS the WSP has reviewed said written request and determined that it clearly specifies (1) the criminal history record information sought, and (2) the research, evaluative or statistical purpose for which the said information is sought, and

WHEREAS the RESEARCHER represents that (he) (she) (it) is in receipt of, and is familiar with, the provisions of chapter 10.97 RCW, 28 CFR Part 22, including provisions for sanctions at Parts 22.248 and 22.29 thereof,

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The WSP will supply the following items of information to the RESEARCHER:

WSP arrest data for specific individuals, the names of whom are provided with the attached letter

2. The RESEARCHER will:

- (a) use the said information only for the research, evaluative, or statistical purposes described in the above mentioned written request dated November 29, 2004, and for no other purpose;
- (b) limit access to said information to the RESEARCHER and those of the RESEARCHER'S employees whose responsibilities cannot be accomplished without such access, and who have been advised of, and agreed to comply with, the provisions of this agreement, and of 28 CFR Part 22;
- (c) store all said information received pursuant to this agreement in secure, locked containers;
- (d) so far as possible, replace the name and address of any record subject with an alpha-numeric or other appropriate code;

AGREEMENT

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- (e) immediately notify the WSP in writing of any proposed material changes in the purposes or objectives of its research, or in the manner in which said information will be used.
- 3. The RESEARCHER will not:
 - (a) disclose any of the said information in a form which is identifiable to an individual, in any project report or in any manner whatsoever, except pursuant to 28 CFR Part 22.24 (b) (1) (2).
 - (b) make copies of any of the said information, except as clearly necessary for use by employees or contractors to accomplish the purposes of the research. To the extent reasonably possible, copies shall not be made of criminal history record information, but information derived therefrom which is not identifiable to specific individuals shall be used for research tasks. Where this is not possible, every reasonable effort shall be made to utilize coded identification data as an alternative to names when producing copies of criminal history record information for working purposes.
 - (c) utilize any of the said information for purposes or objectives or in a manner subject to the requirement for notice set forth in 2.(e) until specific written authorization therefor is received from the WSP.
- 4. In the event the RESEARCHER deems it necessary, for the purposes of the research, to disclose said information to any subcontractor, (he) (she) (it) shall secure the written agreement of said subcontractor to comply with all the terms of this agreement as if (he) (she) (it) were the RESEARCHER named herein.
- 5. The RESEARCHER further agrees that:
 - (a) the WSP shall have the right, at any time, to monitor, audit, and review the activities and policies of the RESEARCHER or its subcontractors in implementing this agreement in order to assure compliance therewith; and
 - (b) upon completion, termination or suspension of the RESEARCHER, it will return all said information, and any copies thereof made by the RESEARCHER, to the WSP, unless the WSP gives its written consent to destruction, obliteration or other alternative disposition.

AGREEMENT

Page:3

6. In the event the RESEARCHER fails to comply with any term of this Agreement, the WSP shall have the right to take such action as it deems appropriate, including termination of this Agreement. If the WSP so terminates this Agreement, the RESEARCHER and any subcontractors shall forthwith return all the said information, and all copies made thereof, to the WSP or make such alternative disposition thereof, as is directed by the WSP. The exercise of remedies pursuant to this paragraph shall be in addition to all sanctions provided by law, and to legal remedies available to parties injured by disclosures.
7. INDEMNIFICATION. The RESEARCHER agrees to indemnify and hold harmless the WSP and its officers, agents and employees from and against any and all loss, damages, injury, liability suits and proceedings however caused, arising directly or indirectly out of any action or conduct of the RESEARCHER in the exercise or enjoyment of this agreement. Such indemnification shall include all costs of defending any such suit, including attorney fees.

IN WITNESS WHEREOF the parties have signed their names hereto this 3rd day of Dec, 20 04.

FOR THE WASHINGTON STATE
PATROL:

Lowell M. Porter, Chief
BES ADMINISTRATOR

Date

12/3/04

FOR THE RESEARCHER:

Signature

Date

Nov 29 2004

Budget and Fiscal Services:

Signature

Date

12/3/04

AGREEMENT

Page: 4

COMPLIANCE AGREEMENT of employee, consultant or subcontractor.

(I) (We), employee(s) of, consultant to, (and) (or) subcontractor of the RESEARCHER, acknowledge familiarity with the terms and conditions of the foregoing agreement between the WSP and RESEARCHER, and agree to comply with the terms and conditions thereof in (my) (our) use and protection of the criminal history record information obtained pursuant to the foregoing agreement.

Date

Signature

Date

Signature

Date

Signature

Date

Signature

Date

Signature

Date

Signature

**WASHINGTON STATE PATROL
IDENTIFICATION AND CRIMINAL HISTORY SECTION
LIVE-SCAN TO AUTOMATED FINGERPRINT IDENTIFICATION SYSTEM
CONNECTION USER'S AGREEMENT**

THIS AGREEMENT, entered into between the Washington State Patrol (hereinafter referred to as "WSP"), an agency of the State of Washington; and Thurston County Juvenile Court, (hereinafter referred to as "the User"), witnesses that:

1. WSP is an agency of the State of Washington authorized by law to establish and operate an Automated Fingerprint Identification System (hereinafter referred to as "AFIS") capable of, but not limited to, reading, classifying, matching, and storing fingerprints and to maintain criminal history record information based on fingerprint identification. AFIS is a state-funded system comprised of a central computer processor located at the Department of Information Services (DIS) in Olympia. The criminal history repository is known as the Washington State Identification System (WASIS) and maintained by the WSP in Olympia.
2. The User operates live-scan fingerprinting equipment to capture fingerprint images and related information of a person arrested, registering as a sex or kidnapping offender, and/or applying for licensing or employment pursuant to a state or local requirement.
3. The User will submit the fingerprint images and the related information electronically to the WSP for the purpose of identification and, when applicable, inclusion in the AFIS and WASIS databases.
4. The User agrees to comply with all applicable federal and state laws, regulations, rules, and procedures, and to assume certain costs. WSP retains full control over the management and operation of AFIS and WASIS. The User shall operate their live-scan equipment and otherwise conduct itself in strict compliance with applicable Washington Crime Information Center (WACIC), A Central Computerized Enforcement Service System (ACCESS), WASIS, and AFIS User's Agreements. All policies, procedures, and operating instructions presently contained in the current WACIC, ACCESS, WASIS, and AFIS operating manuals, published by WSP, are hereby incorporated into and made a part of this agreement except to the extent that they are inconsistent with anything found herein.

NOW THEREFORE, in light of the foregoing representations and the promises, conditions, and other valuable considerations more fully set out or incorporated herein by reference, the parties, by their duly authorized officials, do mutually agree as follows:

1. The WSP, through the Washington InterGovernmental Network (IGN), will furnish the user, a criminal justice agency as defined in RCW 10.97, with such criminal justice information as is available in WASIS and AFIS files. WSP will serve as the

means of exchange of computerized criminal history information and fingerprint data.

2. The network connection will be made through the IGN administered by DIS. This network and local networks will meet the requirements of the National Crime Information Center (NCIC) Security Policy. The operation and maintenance of the IGN is the responsibility of DIS. The User shall notify WSP of sustained or repeated network problems that affect AFIS service.
3. The User agrees that the WSP will provide authorization for access to the WSP databases with certain restrictions depending on system capabilities and assigned status as follows:
 - A. Local live-scan sites will submit fingerprint images and related information for identification search and inclusion in the WSP AFIS and criminal history database.
 - B. The User agrees to comply with statutory mandates concerning the submission of criminal and civil fingerprint submissions to the state repository (WSP).
4. The User agrees that only WSP site or authorized remote sites may permanently register fingerprints into the WSP databases.
5. Policies including, but not limited to, a schedule for accessing the AFIS database will be provided by the WSP AFIS Coordinator or designee. Such policies shall define the basis and procedures for conducting routine and emergency comparison of fingerprints against the AFIS databases.
6. The User shall take necessary measures to make its live-scan equipment and system secure and prevent unauthorized use. WSP reserves the right to object to equipment security measures and to suspend or withhold service until such matters are corrected to the reasonable satisfaction of WSP.
7. The User agrees to pay all personnel, operating, maintenance, and data transmission costs; to submit fingerprints as required under state statute or local ordinance; and to pay the costs and maintenance related to an interface between the local records management system and live-scan equipment.
8. The User agrees to assign a live-scan coordinator to serve as the primary contact person for the User in Live-Scan to AFIS Connection related issues. The User also agrees to notify the WSP immediately, in writing, of any changes in this position.
9. WSP agrees to schedule and provide training of equipment and procedures to User personnel at locations and times arranged by WSP. Equipment operation training may be supplied by WSP or the equipment provider.

10. The WSP fingerprint and criminal history databases shall be accessed and utilized only in conjunction with the administration of criminal justice as authorized by laws governing criminal history dissemination.
11. The WSP fingerprint identification or criminal history information record shall not be further disseminated by the user to any other person or (private or public) entity, except as required by criminal proceedings or pursuant to state dissemination laws.

TERMINATION

This agreement is without term; however, the parties agree that it shall be terminable upon the same grounds and upon the occurrence or non-occurrence of such events as operate to suspend, annul, or void any other long-term contract entered into by a public agency. Moreover, WSP may suspend further performance of services hereunder when, in its reasonable estimation, the User has breached any material term of the agreement. For the purposes of this paragraph and this agreement, the violation of any specific term of this agreement or of any substantive requirement or limitation imposed by the federal or state statutes, regulations, or rules incorporated into this agreement shall be deemed a breach of a material term of the agreement.

INDEMNIFICATION

The User agrees to indemnify and save harmless the Washington State Patrol and its employees from and against any and all claims, demands, actions, suits, including but not limited to, any liability for damages by reason of or arising out of any misuse of the AFIS or criminal history databases, erroneous fingerprint identifications made by user personnel, or any cause of action whatsoever, and against any loss, cost, expense, and damage resulting therefrom, including attorney's fees.

IN WITNESS THEREOF, the duly authorized officials of the respective parties have executed this written agreement on the day and year first hereinabove written.

USER AGENCY

WASHINGTON STATE PATROL

BY SCF

John R. Tappin

TITLE Asst. Superior Ct. Admin.

Contracts Manager

DATE 7-8-05

7/29/05

APPROVED AS TO FORM: ASSISTANT ATTORNEY GENERAL

BY Shannonfi

DATE 7/25/2005

MEMORANDUM OF UNDERSTANDING AMENDMENT

The above-referenced Memorandum of Understanding (MOU) between the Washington State Patrol (WSP) and the Office of the Superintendent of Public Instruction (OSPI) is hereby amended as follows:

a. Section II.a. is revised to the following:

"The Washington State Patrol. WSP shall provide criminal history data of a guilty plea, conviction, or any other adverse finding of a person for any felony crime specified under RCW 28A.400.322 as required per RCW 43.43.845. The data elements and disqualifying items are described in Attachment A, Data Elements, which is attached hereto and incorporated herein."

b. Section 2, Data Elements provided by WSP to OSPI, of Attachment A to the MOU is revised to the following:

State Identification (SID) number

Nation in its four discrete components: last name, first name, middle name/initial, and suffix (III, Jr., etc)

Alias names in their four discrete components

Date of birth

Sex

Race

Court case number

Charge

Disposition

Sentence

County of conviction

Social Security Number

Entry date

Master Crime Code Index (MCI) number

Conviction date

c. OSPI's representative is revised to the following:

Ms. Catherine Slagle

Director, Office of Professional Practices

Office of Superintendent of Public Instruction

PO Box 47200

Olympia WA 98504-7200

Phone: (360) 725-6136

E-mail: catherine.slagle@k12.wa.us

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

 Signature

 Date

Todd Hugdahl, Contracts
Printed Name and Title Manager

Signature K. L. Linn Date 5/21/2012

Page 2 of 2

STATE OF WASHINGTON
WASHINGTON STATE PATROL

MEMORANDUM OF UNDERSTANDING AMENDMENT

The above-referenced Memorandum of Understanding (MOU) between the Washington State Patrol ("WSP") and the Office of the Superintendent of Public Instruction ("OSPI") is hereby amended as follows:

a. WSP's Representative is revised to the following:

Mr. Jim Anderson, Division Administrator
Criminal Records Division
PO Box 42619
Olympia WA 98504-2619
Phone: (360) 534-2101
Fax: (360) 570-5274
E-mail: jim.anderson@wsp.wa.gov

b. Section 2, Data Elements provided by WSP to OSPI, of Attachment A to the MOU is revised to the following:

State Identification (SID) number
Name in its four discrete components – last name, first name, middle name/initial, and suffix (III, Jr., etc.)
Alias names in their four discrete components
Date of birth
Sex
Race
Court case number
Charge
Disposition
Sentence
County of conviction
Social Security Number
Entry date

All other terms and conditions of this MOU remain in full force and effect.

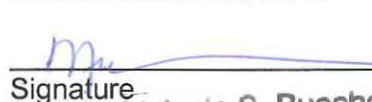
THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

 3/12/10
Signature Date

Jeff Hunsdale, Contracts Manager
Printed Name and Title

STATE OF WASHINGTON
OFFICE OF THE SUPERINTENDENT OF
PUBLIC INSTRUCTION

 3/8/2010
Signature Date

Melanie S. Buechel
Contracts Administrator
Printed Name and Title

MEMORANDUM OF UNDERSTANDING**Between the****WASHINGTON STATE PATROL****And the****WASHINGTON OFFICE OF THE SUPERINTENDENT OF PUBLIC INSTRUCTION****I. PURPOSE**

The parties to this Memorandum of Understanding (MOU) are the Washington State Patrol (WSP) and the Office of the Superintendent of Public Instruction (OSPI). The parties share a common need for timely, accurate, and complete criminal background checks. This MOU sets forth the procedures of reciprocal cooperation between the WSP and OSPI and is intended to maintain and enhance the OSPI's effectiveness while avoiding duplicating efforts to achieve legislative mandates for background checks.

II. RESPONSIBILITIES

As participants in this MOU, the parties will develop mutually and separately appropriate procedures for transmission and use of the data.

- a. The Washington State Patrol. WSP shall provide criminal history data of a guilty plea, conviction, or any other adverse finding of a person for any felony crime involving the physical neglect of a child under chapter 9A.42 RCW, the physical injury or death of a child under chapter 9A.32 or 9A.36 RCW (except motor vehicle violations under chapter 46.61 RCW), sexual exploitation of a child under chapter 9.68A RCW, sexual offenses under chapter 9A.44 RCW where a minor is the victim, promoting prostitution of a minor under chapter 9A.88 RCW, or the sale or purchase of a minor child under RCW 9A.64.030. The data elements and disqualifying items are described in Attachment A, Data Elements, which is attached hereto and incorporated herein.
- b. The Office of the Superintendent of Public Instruction. OSPI shall be responsible for implementing the statutes enacted in Substitute Senate Bill 5899 (Chapter 421, Laws of 2005) effective July 24, 2005; identifying whether the person holds a certificate or permit issued under chapters 28A.405 and 28A.410 RCW or is employed by a school district, and provide this information to the state board of education and the school district employing the individual who plead guilty, was convicted, or was the subject of any other adverse finding of the crimes identified.

OSPI shall use the data supplied by WSP under this MOU only to identify employees as noted above. OSPI shall not use this data for any other purposes and shall not disseminate this data to any other parties. OSPI shall direct any public disclosure requests regarding this data to the WSP.

III. LIAISON REPRESENTATIVES
For the Washington State Patrol:

Mary L. Neff, Commander
Criminal Records Division
PO Box 42619
Olympia WA 98504-2619
Phone: (360) 570-5250
Fax: (360) 570-5274
E-mail: mary.neff@wsp.wa.gov

For the Office of the Superintendent of Public Instruction:

Charles Schreck, Director
OSPI
PO Box 47200
Olympia WA 98504-7200
Phone: (360) 725-6130
Fax: (360) 753-4101
E-mail: cschreck@ospi.wednet.edu

IV. INDEMNIFICATION

Each party shall defend, protect and hold harmless the other party from and against all claims, suits and/or actions arising from any negligent or intentional act or omission of that party's employees, agents, and/or authorized subcontractor(s) while performing this Agreement.

V. PERIOD OF MOU

This MOU becomes effective on the date of the last signature and continues indefinitely. It may be modified by mutual written consent of the two agencies. Liaison Representatives may modify Attachment A without changing the general conditions of this memorandum of understanding.

VI. TERMINATION

Except as otherwise provided in this MOU, either party may terminate this MOU upon ninety (90) days' written notification to the other party. If this MOU is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this MOU for performance prior to the effective date of termination.

VII. DISPUTES

In the event that a dispute arises under this MOU, it shall be determined in the following manner: The Chief of WSP shall appoint one member to the Dispute Board. OSPI shall appoint one member to the Dispute Board. The Chief of WSP and OSPI shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall evaluate the dispute and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. If applicable and as an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

VIII. ORDER OF PRECEDENCE

In the event of any inconsistency in the terms of this MOU, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable federal and state statutes and regulations;
- b. The Terms and Conditions contained in this MOU;
- c. Any other provisions of the MOU, whether incorporated by reference or otherwise.

IX. ALL WRITINGS CONTAINED HEREIN

This MOU contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind any of the parties hereto.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

Paul S. Beckley
for John R. Bastiste, Chief

9/19/05
Date

STATE OF WASHINGTON
OFFICE OF THE SUPERINTENDENT OF
PUBLIC INSTRUCTION

Marty Daybell
Marty Daybell, Deputy Superintendent and
Chief Information Officer
Superintendent of Public Instruction

9/26/05
Date

DATA ELEMENTS BY THE WSP TO THE OSPI

1. Criminal History:

- a. The WSP will provide guilty pleas, convictions, or any other adverse findings of persons for any felony crimes plus offenses that reflect a classification of "unknown" involving the physical neglect of a child under chapter 9A.42 RCW, the physical injury or death of a child under chapter 9A.32 or 9A.36 RCW (except motor vehicle violations under chapter 46.61 RCW), sexual exploitation of a child under chapter 9.68A RCW, sexual offenses under chapter 9A.44 RCW where a minor is the victim, promoting prostitution of a minor under chapter 9A.88 RCW, or the sale or purchase of a minor child under RCW 9A.64.030.
- b. The WSP will not provide sealed, expunged or vacated record information.

2. Data Elements provided by WSP to OSPI

- a. State Identification (SID) number
- b. Name in its four discrete components - last name, first name, middle name/initial, and suffix (III, Jr, etc.)
- c. Alias names in their four discrete components
- d. Date(s) of births
- e. Sex
- f. Race
- g. Court case number
- h. Charge
- i. Disposition
- j. Sentence
- k. County of conviction

3. Schedule

WSP shall provide the criminal history information to OSPI periodically as agreed upon by both parties.

MEMORANDUM OF UNDERSTANDING AMENDMENT

The above-referenced Memorandum of Understanding (MOU) is hereby amended as follows:

a. Recognizing that the data function of the Sentencing Guidelines Commission receiving criminal history data under this MOU has been moved to the Caseload Forecast Council, any reference to the Sentencing Guidelines Commission in the MOU is hereby revised to the Caseload Forecast Council.

b. Section III, LIAISON REPRESENTATIVES, is revised to the following:

For the Washington State Patrol:

Jim Anderson, Division Administrator
Criminal Records Division
PO Box 42619
Olympia WA 98504-2619
Phone: (360) 534-2101
Fax: (360) 570-5274
E-mail: jim.anderson@wsp.wa.gov

For the Caseload Forecast Council:

John Steiger, Ph.D., Director
Caseload Forecast Council
PO Box 40962
Olympia WA 98504-0962
Phone: (360) 586-0303
Fax: (360) 586-0311
E-mail: John.Steiger@cfc.wa.gov

c. This amendment is effective on July 1, 2011.

All other terms and conditions of this MOU remain in full force and effect.

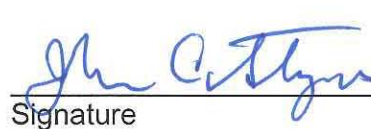
THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

 11/22/11
Signature Date

Jeff Heschel, Contracts Manager
Printed Name and Title

STATE OF WASHINGTON
CASELOAD FORECAST COUNCIL

 11/4/11
Signature Date

John C. Steiger, Director
Printed Name and Title

MEMORANDUM OF UNDERSTANDING**Between the****WASHINGTON STATE PATROL****And the****STATE OF WASHINGTON SENTENCING GUIDELINES COMMISSION****I. PURPOSE**

The parties to this Memorandum of Understanding (MOU) are the Washington State Patrol (WSP) and the Sentencing Guidelines Commission (SGC). This MOU sets forth procedures of reciprocal cooperation to assist SGC in meeting its responsibilities to validate the computerized adult and juvenile sentencing information system from judgment and sentence forms for all convictions.

II. RESPONSIBILITIES

As participants in this MOU, the parties will develop mutually and separately appropriate procedures for transmission and use of the data.

- a. The Washington State Patrol. WSP shall provide conviction criminal history data on known offenders. The data elements are described in attachment A, Data Elements, which is attached hereto and incorporated herein.
- b. The Sentencing Guidelines Commission. SGC shall be responsible for the sentencing research duties that are outlined in RCW 9.94A.850 and RCW 9.94A.855
- c. SGC shall use the data supplied by WSP under this MOU only to match the State ID (SID) number to the appropriate records in the Judicial Information System (JIS). SGC shall not use this data for any other purposes and shall not disseminate this data to any other parties unless required by law. SGC shall share any public disclosure requests regarding this data with the WSP

III. LIAISON REPRESENTATIVES**For the Washington State Patrol:**

Mary L. Neff, Commander
Criminal Records Division
PO Box 42619
Olympia WA 98504-2619
Phone: (360) 570-5250
Fax: (360) 570-5274
E-mail: mary.neff@wsp.wa.gov

For the State of Washington Sentencing Guidelines Commission:

Edward Valachovic, Acting Program
Manager
Sentencing Guidelines Commission
P. O. Box 40927
Olympia, WA 98504-0927
Phone (360) 407-1050
Fax (360) 407-1043.
E-mail: edwardv@sgc.wa.gov

IV. INDEMNIFICATION

Each party shall defend, protect and hold harmless the other party from and against all claims, suits and/or actions arising from any negligent or intentional act or omission of that party's employees, agents, and/or authorized subcontractor(s) while performing this Agreement.

RECEIVED

V. PERIOD OF MOU

This MOU becomes effective on the date of the last signature and continues indefinitely, or upon termination as provided herein. It may be modified by mutual written consent of the two agencies. Liaison Representatives may modify Attachment A without changing the general conditions of this memorandum of understanding.

VI. TERMINATION

Except as otherwise provided in this MOU, either party may terminate this MOU upon ninety (90) days' written notification to the other party. If this MOU is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this MOU for performance prior to the effective date of termination.

VII. DISPUTES

In the event that a dispute arises under this MOU, it shall be determined in the following manner: The Chief of WSP shall appoint one member to the Dispute Board. SGC shall appoint one member to the Dispute Board. The Chief of WSP and SGC shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall evaluate the dispute and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. If applicable and as an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

VIII. ORDER OF PRECEDENCE

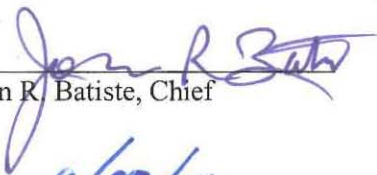
In the event of any inconsistency in the terms of this MOU, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable federal and state statutes and regulations;
- b. The Terms and Conditions contained in this MOU;
- c. Any other provisions of the MOU, whether incorporated by reference or otherwise.

IX. ALL WRITINGS CONTAINED HEREIN

This MOU contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind any of the parties hereto.

STATE OF WASHINGTON
WASHINGTON STATE PATROL


John R. Batiste, Chief
9/29/05
Date

STATE OF WASHINGTON SENTENCING
GUIDELINES COMMISSION


Ida Rudolph Leggett, Executive Director
Sentencing Guidelines Commission
September 13, 2005
Date

RECEIVED

SEP 14 2005

DATA ELEMENTS BY THE WSP TO THE SGC

1. Qualifying Criminal History:

- a. The WSP will provide convictions or adverse findings.
- b. The WSP will not provide sealed, expunged or vacated record information.

2. Data Elements provided by WSP to SGC

- a. State Identification (SID) number
- b. Name in its four discrete components - last name, first name, middle name/initial, and suffix (III, Jr., etc.)
- c. Date(s) of births
- d. Court case number
- e. Contributing ORI

3. Schedule

WSP shall provide the criminal history information to SGC periodically as agreed upon by both parties.

RECEIVED

SEP 14 2005

WSP IDENT. SECT.

AGREEMENT FOR RESEARCH, EVALUATIVE OR STATISTICAL PURPOSES

AGREEMENT made this 2nd day of December, 2005, between Washington State Institute for Public Policy (hereinafter referred to as "RESEARCHER") and the Washington State Patrol (WSP).

WHEREAS the RESEARCHER had made a written request to the WSP dated October 25, 2005, a copy of which is annexed hereto and made a part hereof, and

WHEREAS the WSP has reviewed said written request and determined that it clearly specifies (1) the criminal history record information sought, and (2) the research, evaluative or statistical purpose for which the said information is sought, and

WHEREAS the RESEARCHER represents that (he) (she) (it) is in receipt of, and is familiar with, the provisions of chapter 10.97 RCW, 28 CFR Part 22, including provisions for sanctions at Parts 22.248 and 22.29 thereof,

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The WSP will supply the following items of information to the RESEARCHER:

A complete copy of the Sex/Kidnapping Offender Registration database for the purposes of analyzing and evaluating the impact and effectiveness of current sex offender sentencing policies per Engrossed Substitute House Bill 2400 (Chapter 176, Laws of 2004).

2. The RESEARCHER will:

- (a) use the said information only for the research, evaluative, or statistical purposes described in the above mentioned written request dated October 25, 2005, and for no other purpose;
- (b) limit access to said information to the RESEARCHER and those of the RESEARCHER'S employees whose responsibilities cannot be accomplished without such access, and who have been advised of, and agreed to comply with, the provisions of this agreement, and of 28 CFR Part 22;
- (c) store all said information received pursuant to this agreement in secure, locked containers;
- (d) so far as possible, replace the name and address of any record subject with an alpha-numeric or other appropriate code;

AGREEMENT FOR RESEARCH, EVALUATIVE OR STATISTICAL PURPOSES

Page: 2

- (e) immediately notify the WSP in writing of any proposed material changes in the purposes or objectives of its research, or in the manner in which said information will be used.
- 3. The RESEARCHER will not:
 - (a) disclose any of the said information in a form which is identifiable to an individual, in any project report or in any manner whatsoever, except pursuant to 28 CFR Part 22.24 (b) (1) (2).
 - (b) make copies of any of the said information, except as clearly necessary for use by employees or contractors to accomplish the purposes of the research. To the extent reasonably possible, copies shall not be made of criminal history record information, but information derived therefrom which is not identifiable to specific individuals shall be used for research tasks. Where this is not possible, every reasonable effort shall be made to utilize coded identification data as an alternative to names when producing copies of criminal history record information for working purposes.
 - (c) utilize any of the said information for purposes or objectives or in a manner subject to the requirement for notice set forth in 2.(e) until specific written authorization therefor is received from the WSP.
- 4. In the event the RESEARCHER deems it necessary, for the purposes of the research, to disclose said information to any subcontractor, (he) (she) (it) shall secure the written agreement of said subcontractor to comply with all the terms of this agreement as if (he) (she) (it) were the RESEARCHER named herein.
- 5. The RESEARCHER further agrees that:
 - (a) the WSP shall have the right, at any time, to monitor, audit, and review the activities and policies of the RESEARCHER or its subcontractors in implementing this agreement in order to assure compliance therewith; and
 - (b) upon completion, termination or suspension of the RESEARCHER, it will return all said information, and any copies thereof made by the RESEARCHER, to the WSP, unless the WSP gives its written consent to destruction, obliteration or other alternative disposition.

AGREEMENT FOR RESEARCH, EVALUATIVE OR STATISTICAL PURPOSES

Page:3

6. In the event the RESEARCHER fails to comply with any term of this Agreement, the WSP shall have the right to take such action as it deems appropriate, including termination of this Agreement. If the WSP so terminates this Agreement, the RESEARCHER and any subcontractors shall forthwith return all the said information, and all copies made thereof, to the WSP or make such alternative disposition thereof, as is directed by the WSP. The exercise of remedies pursuant to this paragraph shall be in addition to all sanctions provided by law, and to legal remedies available to parties injured by disclosures.
7. INDEMNIFICATION. The RESEARCHER agrees to indemnify and hold harmless the WSP and its officers, agents and employees from and against any and all loss, damages, injury, liability suits and proceedings however caused, arising directly or indirectly out of any action or conduct of the RESEARCHER in the exercise or enjoyment of this agreement. Such indemnification shall include all costs of defending any such suit, including attorney fees.

IN WITNESS WHEREOF the parties have signed their names hereto this 2nd day of December, 20 05.

FOR THE WASHINGTON STATE
PATROL:

FOR THE RESEARCHER:

John R. Batiste
FOR: John R. Batiste, Chief

Scott Barnoski
Signature

12/2/05
Date

11/23/2005
Date

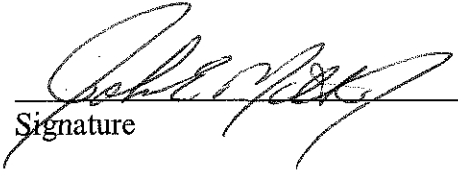
AGREEMENT FOR RESEARCH, EVALUATIVE OR STATISTICAL PURPOSES

Page: 4

COMPLIANCE AGREEMENT of employee, consultant or subcontractor.

(I) (We), employee(s) of, consultant to, (and) (or) subcontractor of the RESEARCHER, acknowledge familiarity with the terms and conditions of the foregoing agreement between the WSP and RESEARCHER, and agree to comply with the terms and conditions thereof in (my) (our) use and protection of the criminal history record information obtained pursuant to the foregoing agreement.

Nov 29, 2005
Date


Signature

Date

Signature

Date

Signature

Date

Signature

Date

Signature

Date

Signature

C060830GSC

MEMORANDUM OF UNDERSTANDING

RECEIVED

Between the

JAN 06 2006

WASHINGTON STATE PATROL

And the

CRIMINAL RECORDS DIVISION

DEPARTMENT OF SOCIAL AND HEALTH SERVICES CHILDREN'S ADMINISTRATION

I. PURPOSE

The parties to this Memorandum of Understanding (MOU) are the Washington State Patrol (WSP) and the Department of Social and Health Services Children Administration (CA). The purpose of this request is to allow CA access to the WSP Registered Sex Offender (RSO) data. CA uses Registered Sex Offender information to determine eligibility for Foster Care Licensing by checking the status of each person who resides in a home that is applying for a state license. Child Protective Services (CPS) and Child Welfare Services (CWS) workers use RSO information to assess child safety issues when attempting to make decisions about removing children from an unsafe environment prior to placing them with relatives or determining the degree of risk to a child when a call is received that alleges a child is residing in a home with a sex offender.

II. RESPONSIBILITIES

As participants in this MOU, the parties will develop mutually and separately appropriate procedures for transmission and use of the data.

- a. The Washington State Patrol. WSP shall provide SOR data. The data elements and disqualifying items are described in Attachment A, Data Elements, which is attached hereto and incorporated herein.
- b. The Department of Social and Health Services Children's Administration. CA personnel shall comply with all laws, regulations and policies that apply to the confidentiality of information, to include the provisions of RCW 70.04.060, which states that information about applicants and recipients shall not be disclosed except for purposes directly connected to the administration of programs for which it was collected. It also states: "...any information so obtained by such persons or groups shall be treated with such degree of confidentiality as is required by the federal social security law."
- c. CA shall share any public disclosure requests regarding this Data with WSP.

Other Laws pertinent to this Agreement are:

- a. Title IV, Section 402 of the Social Security Act;
- b. Title XIX, Section 1902 of the Social Security Act; and
- c. RCW 42.17

III. LIAISON REPRESENTATIVES

For the Washington State Patrol:

Ms. Mary L. Neff, Commander
Criminal Records Division
PO Box 42619
Olympia WA 98504-2619
Phone: (360) 705-5250
Fax: (360) 570-5274
E-mail: mary.neff@wsp.wa.gov

For the Department of Social and Health Services Children's Administration:

Ms. Kelly Ann Landers Development Manager
Department of Social and Health Services
PO Box 45894
Olympia WA 98504-5894
Phone: (360) 412-3932
Fax: (360) 902-0225
E-mail: kedm300@dshs.wa.gov

IV. INDEMNIFICATION

Each party shall defend, protect and hold harmless the other party from and against all claims, suits and/or actions arising from any negligent or intentional act or omission of that party's employees, agents, and/or authorized subcontractor(s) while performing this Agreement.

V. PERIOD OF MOU

This MOU becomes effective on the date of the last signature and continues indefinitely, or until upon termination as provided herein. It may be modified by mutual written consent of the two agencies. Liaison Representatives may modify Attachment A without changing the general conditions of this memorandum of understanding.

VI. TERMINATION

Except as otherwise provided in this MOU, either party may terminate this MOU upon ninety (90) days' written notification to the other party. If this MOU is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this MOU for performance prior to the effective date of termination.

VII. DISPUTES

In the event that a dispute arises under this MOU, it shall be determined in the following manner: The Chief of WSP shall appoint one member to the Dispute Board. CA shall appoint one member to the Dispute Board. The Chief of WSP and CA shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall evaluate the dispute and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. If applicable and as an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

VIII. ORDER OF PRECEDENCE

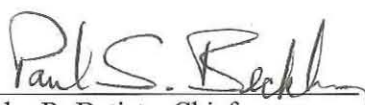
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- a. Applicable federal and state statutes and regulations;
- b. The Terms and Conditions contained in this MOU;
- c. Any other provisions of the MOU, whether incorporated by reference or otherwise.

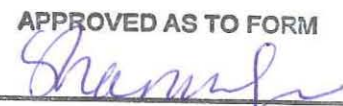
IX. ALL WRITINGS CONTAINED HEREIN

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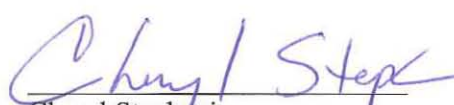
STATE OF WASHINGTON
WASHINGTON STATE PATROL


John R. Batiste, Chief

1-26-06
Date

APPROVED AS TO FORM

ASSISTANT ATTORNEY GENERAL

STATE OF WASHINGTON
DEPARTMENT OF SOCIAL AND HEALTH
SERVICE CHILDREN'S ADMINISTRATION


Cheryl Stephani
Assistant Secretary

12/23/05
Date

DATA ELEMENTS

1. Data Elements provided by WSP to CA:

- a. Name(s)
- b. RSO State ID (Unique number assigned based on fingerprint id)
- c. Social Security Number(s)
- d. Date of Birth
- e. Race
- f. Department of Corrections (DOC) Number

ALL EVENTS

- g. Name
- h. Date of Event
- i. Event Type
- j. Contributing ORI (Agency Submitting the Event Information)
- k. Risk Level Classification
- l. State/County of Conviction
- m. Registration Conviction Requiring registration (RCW & Literal)
- n. Registration Conviction Date
- o. Release Date (Date released from DOC)
- p. Comments
- q. 2nd Registration Conviction requiring registration (RCW & Literal)
- r. 2nd Registration Date

ALL PHYSICAL ADDRESSES (MAX 3)

- s. Address
- t. City
- u. State/County of Conviction
- v. ZIP
- w. Date Submitted
- x. Contributing ORI (Agency Submitting the Event Information)

2. Schedule

WSP shall provide the felony extract to CA on a monthly extract for all sex/kidnapping offenders whose current event is equal to sex offender, kidnapping offender, sex and kidnapping offender, failed to verify address or address verified